VOL. XXXVIII., No. 29.

The Solicitors' Journal and Reporter.

LONDON, MAY 19, 1894.

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CURRENT TOPICS.

THE JUDGES, and everyone who has occasion to consult the cause clerks and the Chancery Cause List books, will hear with regret that Mr. GLOSTER, the admirable and most efficient senior cause clerk, has been seriously ill. We learn with pleasure that he is now in a fair way for recovery, and hopes to resume his duties early next sittings.

THE LIST of appeals for the Trinity Sittings presents, as was anticipated, a very small amount of work for the two divisions of the Court of Appeal. There are 47 Queen's Bench final appeals and 6 interlocutory appeals, and 15 cases in the New Trial Paper. There are only 15 Chancery appeals, in addition to two from the County Palatine of Lancaster, making up the total number of appeals to 85, as compared with 89 last sittings.

THE LIST of causes, &c., in the books of the several judges of the Chancery Division comprises 56 before Mr. Justice CHITTY, 84 before Mr. Justice NORTH, 63 before Mr. Justice STIRLING, 53 before Mr. Justice KEKEWICH, and 64 before Mr. Justice ROMER, making a total of 320, consisting of 217 witness actions, 91 non-witness actions and adjourned summonses, and 12 further considerations. The list for the Trinity Sittings, 1893, showed a total of 467 cases.

THERE IS a reasonable prospect that the witness actions in the Chancery Division will during the ensuing long sittings be disposed of in numbers proportionate to the time available for the purpose. During the Easter Sittings there were 222 such cases in the list, the greater portion of which were heard; now, with a period of twelve weeks in prospect, the 217 witness actions in the list should be disposed of, in addition to some that will be set down from time to time.

THE TOO LONG delayed retirement of Mr. MUNDELLA from the Presidency of the Board of Trade will not do much to restore the credit of that department. Mr. Justice VAUGHAN WILLIAMS' deliberate statement in open court that "in this very case [*i.e.*, the case in which Mr. MUNDELLA was concerned] I was forced to rule that the Board of Trade had no jurisdiction to forbid the presentation by the official receiver of the very report with which I am now dealing, and I thought it my duty, *in consequence of this claim by the Board of Trade*, to make a declaration in open court as to the limits of the jurisdiction of the Board of Trade in

controlling the official receiver"; and his further comments on the delay which had occurred in the proceedings under the order for winding up, for which he said he "could not recognize any sufficient reason," constitute an accusation of a kind which we are inclined to think has never before been made against an English legal department. And, as we pointed out several weeks ago, the "interview" with a press representative, in which the Inspector-General attempted a reply to this accusation, afforded no adequate answer. The purport of his statement was that the Board of Trade, acting in its official character, had not attempted to forbid the presentation of a report by the official receiver either in the case in which Mr. MUNDELLA was concerned or in any other case. He did not say that no official of the Board of Trade had, on his own authority, attempted to persuade or influence the official receiver into not presenting, or withdrawing, the report. He said nothing about the delay referred to by the learned judge. And, although attention was at once drawn in these columns to these omissions, they have not hitherto been supplied. In the absence of any such specific denial, the profession and the public can only arrive at one conclusion. That some influence was used, or intended to be used, would appear to be intimated by the learned judge. And if it was used, or intended to be used, by any official of the Board of Trade, it would appear to be necessary, in order that that department may recover its credit, for such official to follow the example now set by Mr. MUNDELLA.

THE MEANING of the provision in the Finance Bill, clause 6 (1) (*a*) that no allowance is to be made in respect of a debt incurred or incumbrance created by the deceased where it was not incurred or created "for full consideration in money or money's worth for the deceased's own use or benefit," is by no means clear. What is the meaning of incurring a debt "*for one's own use or benefit.*" Surely if a man incurs a debt it ought to be considered that he did so for his own benefit; he must know his own affairs better than other people do. So that the words are nugatory. If this is the true construction, the words ought to be struck out. But if this is not the true construction, a most heavy burden will be thrown on executors; they will have to ascertain the reason for which the deceased contracted each of his debts. It has not hitherto been the practice for persons who borrow money to keep any record of their reasons for doing so, so that no executor will be able to prove that the debt was contracted for the deceased's "own use or benefit." Consider how differently this will operate in the case of a man whose fortune is readily realizable, and a man whose fortune is invested in trade or in land. If the former wants money he can sell, but the trader is generally unable to withdraw money from his business, both he and the landowner have to borrow. So that if each of these three persons wishes to advance £1,000 to a son to start him in life, they will be treated differently. We cannot conceive a clause that will give rise to greater trouble to executors and trustees. It appears to us to throw on them a task which, in the case of old debts, is one that they cannot perform. Probably the object of the clause is to prevent a landowner from providing for a child by making a charge on his land in his favour or by making a mortgage and handing over the mortgage money to him. But why should either of these acts be prohibited? There is no evasion of the Act if the charge takes place at the time of its execution and if interest is paid; evasion will only take place if the charge bears no interest and is not to be paid till death. Occasionally the inquiries that will have to be made will cause most painful revelations as to the conduct of living persons. A man dies, he made a mortgage forty years ago; it may turn out that he incurred the debt to avoid the exposure of some youthful folly of a man who survives, and has ever since the loan lived a most perfect life.

IN THE RECENT case of *Williams* v. *Vere* KEKEWICH, J., seems to have thrown doubt on the propriety of a solicitor carrying on two or more businesses under different names. The action had been settled on the terms that the defendants should pay a specified sum for damages and the taxed costs, but when the time for payment of costs arrived the defendants objected that the plaintiff had acted by a person who was not a qualified solicitor, and that the costs, therefore, could not be recovered (*Fowler* v. *Monmouthshire Canal Co.*, 4 Q. B. D. 334). It appeared that Mr. O., who had really conducted the action, was in fact not a qualified solicitor, but an explanation of his position was forthcoming. The plaintiff's nominal solicitors were O. & Co., and the business of O. & Co. belonged to Mr. M., who employed Mr. O. as his clerk. Mr. M. also carried on business as M. & Co. in the same building, though in different offices. Clearly in this arrangement there are some points that are peculiar, but the question whether Mr. M. did carry on the business of O. & Co. was solely one of fact, and when the fact was established there could be no doubt that the costs were recoverable. KEKEWICH, J., remarked that the client was entitled to know who his solicitor was, and that the practice of carrying on two or more businesses under different names might, in the case of a dishonest man, lead to tricks. But neither objection seems to be very formidable. The particular tricks to be anticipated were not stated, nor was it suggested that any client had ever been injured by the use of a firm name. It is to be noticed that KEKEWICH, J., did not feel justified in acting on these objections, and he ordered the defendants to pay the costs, contenting himself with saying that the matter deserved the earnest consideration of the Incorporated Law Society. With all deference to the learned judge, we think that the practice on this point is tolerably well settled. It is an essential part of the goodwill of a solicitor's business that the purchaser of the business should be allowed to use the firm name, and, at first at any rate, he usually does so. He may add his own name, and in course of time he may drop the old names, but this is at his option. His clients know perfectly well who he is, but the use of the firm name secures the continuity of the business. The same considerations apply where there are several businesses. It is clear that a solicitor can carry on businesses in different places, and, if he can do so in his own name, he can also continue to use the firm name of any business which he acquires. There have from time to time been doubts whether the goodwill of a solicitor's business and the right to use the firm name could be sold (see *Candler* v. *Carden*, Jac. 225; *Arundell* v. *Bell*, 52 L. J. Ch. 537); but in practice it is continually done, and there appears to be no reason why the purchaser should not, as in other businesses, make such use as he pleases of the firm name, provided no person is deceived thereby.

HIRE-AND-PURCHASE agreements have by recent decisions been rendered precarious transactions to the owner who has parted with his goods, but has not received his purchase-money. The decision of the Court of Appeal in *Helby* v. *Matthews* (reported elsewhere), unless the House of Lords take a different view, has dealt a serious blow to this species of agreement, and has, we believe, caused some excitement in the hiring trade. In this case a piano had been hired on the usual hire-purchase system, the purchase-money being payable by instalments. On payment of all such instalments, the piano was to become the property of the hirer, but until that event was to remain the property of the letter. The hirer might return the piano before the expiration of the period named for payment of all instalments, and in this case would only be liable for past instalments due as rent for hire. Such was the agreement in outline. While holding the piano under this agreement, the hirer pawned the piano to raise money for his own purposes, and the action was brought to recover possession of the piano by the owner or letter against the pawnbroker, who had taken the piano without notice of any other claim. The county court judge and the Divisional Court (Lord COLERIDGE, C.J., and DAY, J.) held that the plaintiff was entitled to recover his piano, but the Court of Appeal (Lord ESHER, M.R., and A. L. SMITH and DAVEY, L.JJ.) reversed their decision, and have held that a hire and purchase agreement of this kind is an agreement "to buy" within the meaning of section 9 of the Factors Act, 1889, and that a pawnbroker advancing money on the security of goods pledged by the hirer-purchaser *bonâ fide* and without notice is protected and is entitled to retain such goods until the pledge is redeemed by payment of his advance. The effect of this construction of the Factors Act is, in short, to treat the hirer-purchaser under such an agreement as a factor or mer-

cantile agent of the owner with apparent power to dispose of such goods. It may be observed that this decision is an extension to an ordinary hire and purchase agreement of the construction put upon the same section by the Court of Appeal in *Lee* v. *Butler* (42 W. R. 88; 1893, 2 Q. B. 318), in which case, it may be remembered, furniture under a so-called hire and purchase agreement was sold pending the agreement by the hirer-purchaser to the defendant, who bought without notice. The agreement in *Lee* v. *Butler* was certainly somewhat unusual in form, and suggests some doubt as to its being in good faith a hire-purchase agreement, and, among other differences, it did not contain the clause, which that in *Helby* v. *Matthews* contained, to the effect that the hirer might terminate the hiring by delivering the piano to the owner. In both cases the principal point was whether the hirer-purchaser had "agreed to buy" the goods. In the more recent case he certainly was in the position of a person who was entitled to exercise an option to purchase, but it is not so clear that he had actually agreed to buy. The Court of Appeal have, however, held that he had, and their view will at present control the legal construction of all similar agreements. Whether the Factors Acts were intended to include a *bond fide* hire and purchase agreement is another matter, but it seems remarkable that the point has only been so recently decided.

THE HOUSE OF LORDS (*ante*, p. 455) have affirmed the judgment of the Court of Appeal in *Hewlett* v. *Allen* (39 W. R. 197; 1892, 2 Q. B. 662), but for reasons different from those advanced in the elaborate judgment of Lord ESHER and BOWEN, L.J. By section 3 of the Truck Act, 1831, it is provided that the entire amount of the wages earned by any artificer in the trades in the Act mentioned "shall be actually paid to such artificer in the current coin of this realm, and not otherwise." If this could be taken as meaning that the wages must be paid to the artificer personally, no difficulty would arise, but such a construction would be extremely inconvenient. There are numerous cases in which the payment must be made to some person other than the artificer—his wife or a friend—and the question is where to draw the line. If the artificer can authorize payment to an agent who will forthwith hand the cash over to him, he can equally authorize payment to an agent who will apply the cash in paying his debts, and it is the same if he authorizes payment directly to his creditor. In any such case the master parts with the whole amount of the wages in cash, and the cash is disposed of at the bidding of the artificer. But so far the mode of application of the money has nothing to do with the terms of the contract between master and workman. In *Hewlett* v. *Allen* it was a condition of the plaintiff's employment that she should become a member of the sick and accident club instituted in connection with the employer's works, and a weekly deduction from her wages was made and devoted to the club funds. The House of Lords have held that, since this was a deduction authorized by her, it was a payment to her in cash within the meaning of the Act. In other words, payment at the workman's direction—that is, to the club—is a good payment in cash within the Act, although it is a term of the employment that the payment shall be made in that way, and that the club shall retain the cash and supply the workman with certain benefits in lieu thereof. This seems to be carrying the doctrine of authorized payments further than the policy of the Act warrants. In strictness the reasoning of the Court of Appeal seems more correct. It was there held that there had been no payment of the full wage in cash within the meaning of the Act, but that in an action for the balance the master was not debarred from pleading a set-off. Section 4 necessarily prohibits such a plea in respect of goods supplied, since otherwise, in a case of direct violation of the Act, the workman would be unable to recover his wages; but apart from this the plea is open to the master, and protects him against having to pay over again what he has already paid with the workman's assent. So far, however, as the mutual rights of master and workman are concerned, the result is the same whichever mode of reasoning is adopted.

THE JUDGMENT of VAUGHAN WILLIAMS, J., in *Re General Phosphate Corporation* (*Limited*) (*ante*, p. 458) reverts to the natural construction of section 8, sub-section (2), of the Companies (Winding-up) Act, 1890, and in future a public examination of officers of a company in liquidation will not be ordered unless the further report of the official receiver states specifically that in his opinion some fraud has been committed, though he need not state who is the guilty person. The sub-section provides that the official receiver may make a further report "stating the manner in which the company was formed, and whether in his opinion any fraud has been committed by any person in the promotion or formation of the company, or by any director or other officer of the company in relation to the company since the formation thereof"; and by sub-section (3) the court may, after consideration of the report, direct a public examination. But in spite of this distinct requirement of an expression of opinion by the official receiver, it has become the practice for the report to state only the circumstances from which fraud might be inferred, leaving it to the court to draw the necessary inference. This practice was supposed to have been sanctioned by the Court of Appeal in *Re Trust and Investment Corporation of South Africa* (*Limited*) (40 W. R. 689; 1892, 3 Ch. 332), and it was formally approved by VAUGHAN WILLIAMS, J., in *Re Laxon & Co.* (41 W. R. 62; 1893, 1 Ch. 210). The observations, however, of the members of the Court of Appeal in *Re The New Zealand Loan and Mercantile Agency Co.* (*Limited*) have led VAUGHAN WILLIAMS, J., to reconsider the matter. The difficulty in following the strict requirement of the sub-section seems, in his view, to lie in the circumstance that the official receiver is not in a position, when making his report, to form any definite opinion as to fraud; the utmost he can do is to state that, on the information before him, there is a *primâ facie* case of fraud. But surely it is easier to read the sub-section as insisting only on a provisional opinion of this kind, rather than to treat the words as superfluous by requiring no expression of opinion at all. In the nature of things, the opinion of the official receiver, which is to be preliminary to the examination, cannot be such an opinion as he would form after the whole facts have been brought out by the examination. At the same time, it is a guarantee to the court that the information immediately forthcoming has been carefully weighed, and has been deemed by an independent authority to furnish a presumption of fraud, and it is exactly this guarantee that the Act appears to have intended. In future, as appears from the judgment of VAUGHAN WILLIAMS, J., this guarantee must be forthcoming.

A FINAL WORD ON *RE HOLLOWAY*.

THE full report of *Re Holloway* which appeared in last week's issue of THE WEEKLY REPORTER (42 W. R. 433) more than justifies the demand which we have advanced (*ante*, p. 412) that the effect of that decision should be counteracted by a rule of court. Before proceeding to call attention to certain features of the decision which the fuller report of the case discloses, we have a word to say about the existing state of things.

According to our information, this is precisely how matters stand at present. Summonses which the full Court of Appeal have decided in *Re Holloway* to be ordinary summonses—that is, summonses for the issue of which no higher fee than three shillings can be rightly demanded—are being daily issued as ten-shilling summonses, or, to be more precise, the legal public are being charged seven shillings more for every one of them than the legal fee. The excuse given for this, as we are informed, is that "something is going to be done." The only remark we have to make is that we hope that "something," whatever it may be, will be done quickly. There are such persons in the Chancery Division as taxing masters, and those capable officials are apt to allow solicitors the correct fee without regard to the fee they have paid. About half, or two-thirds, of the summonses issued in the Chancery Division during the past month are, according to the ruling in *Re Holloway*, ordinary three-shilling summonses; and yet in every case, we believe, a ten-shilling fee has been exacted. What is to happen in these cases when taxation is reached? Will the Treasury recoup the solicitor who has seven shillings taxed off the ten shillings charged in his bill for payment out of

pocket for the issuing fee? The longer the matter is delayed the greater becomes the evil created by *Re Holloway*. The case either rules the practice, or it does not. If it does, there is no possible excuse for charging ten shillings for issuing a statutory originating summons in Chancery, seeing that, according to that decision, none of those summonses are originating summonses at all, and the fee of ten shillings can legally be charged for an originating summons only, and not for any other summons. If it does not rule the practice, how does it come about, as we are informed is the case, that since it was decided all summonses originating proceedings in the Queen's Bench Division have been issued as three-shilling summonses instead of ten-shilling summonses? Prior to *Re Holloway* the charge for these summonses was ten shillings. The case is acted upon, apparently, in the Queen's Bench Division, and sturdily ignored in the Chancery Division. Some of our readers who have not had occasion during the last month to issue an originating summons in the Chancery Division may be inclined to observe that it is a solicitor's own fault if he consents to pay ten shillings for a three-shilling summons, and if he afterwards comes to be mulcted of the odd seven shillings he has only himself to blame. But the answer is that if he had not paid the ten shillings demanded he would not have been allowed to issue any summons at all until the day arrives when the promised "something" is done. How would he then stand with his client, who would find it difficult to fathom the mysteries of the situation created by *Re Holloway*? The fact that no statutory (originating) summons in Chancery has been issued for less than ten shillings only shews that *Re Holloway* has been boycotted in the Chancery Division. If this boycotting will only extend to the taxing masters it will not so much matter; but it is more easy to ignore such a decision in taking the fee on issuing the summons than on taxation, when the rectitude of the charge is challenged and the case is cited as the authority.

This brings us to the further question which must be raised in any case. Even if a rule of court is made which restores the suspended animation of the statutory originating summons, what is to be done about those which have been issued as originating summonses during the period of suspension—that is, between the decision in *Re Holloway* and the date when it is overruled—if such a thing happens? This is a detail which will have to be dealt with, for the overcharge has now been going on for a month, and must in the aggregate amount to several pounds a day.

One more word on the existing state of things. There are statutory summonses originating proceedings which are common to both Chancery and Queen's Bench, the procedure in which is supposed to be governed by the same statutes, rules, regulations, and judicial decisions. And yet if a person now desires to issue such a summons he has a curious choice open to him. If he goes to the Chancery Division he must pay ten shillings, and have an originating summons with an eight-days' return. If he goes to the Queen's Bench Division he can have the same summons (only it is not *called* an originating summons) for three shillings, and have a two-days' return. We recommend this as an object lesson in "Fusion of Law and Equity."

Passing now to the judgment, there are one or two points to which we will call attention, which will, we think, serve to emphasize what we have said in our previous articles (*ante*, pp. 395, 412). The following extracts are taken from the report in THE WEEKLY REPORTER. We have ourselves arranged the order of sequence of our quotations solely for the sake of leading clearly up to the point to which we desire to call attention, as far as possible, in the words of the judges themselves.

"SMITH, L.J.—'Ord. 71, r. 1, of the Rules of 1883 defines "originating summons" as being "a summons by which proceedings are commenced without writ." I read that as meaning a summons by which proceedings are commenced without writ which might otherwise have been commenced by writ.'"

We quote that passage as containing a succinct embodiment of the whole judgment. Let us now see the grounds on which that definition of an originating summons was arrived at.

"LINDLEY, L.J.—'In 1852 a simplification was made in Chancery procedure, by which in certain cases a suit might be commenced by what was called a summons originating proceedings in chambers. This expression was afterwards shortened into originating summons. It was a way of commencing a suit otherwise than by bill.'"

"MASTER OF THE ROLLS.—'In Chancery all suits were originally commenced by bill (a writ of summons being substituted by the Judicature Act), but that was an expensive process, and a cheaper and shorter process was invented in which, in cases where the judge thought fit, a dispute between parties might be determined otherwise than by bill, and that process was commenced by what was called an originating summons.'"

This, then, is the history, according to *Re Holloway*, of "a summons originating proceedings" which afterwards came to be called an "originating summons." Let us see what corroboration is afforded by the General Orders issued under the Act of 1852, to which LINDLEY, L.J., referred, which will be found in the Chancery Consolidated Orders (ord. 35, rr. 6, 9).

"6. In cases of applications under the Statute 15 & 16 Vict. c. 86, ss. 45 and 47 (the Chancery Procedure Act, 1852, to which LINDLEY, L.J., referred), applications originating in chambers for guardianship and maintenance of infants, *and all other applications originating in chambers*, a duplicate of the summons shall be filed in the Record and Writ Clerks' Office, and in cases where service is required the copies served shall be stamped in the manner provided, &c. (16 October, 1852, ord. 4)."

"9. Where proceedings originate in chambers the parties served shall enter appearances in the Record and Writ Clerks' Office, and give notice thereof (16 October, 1852, ord. 7)."

Now, these two rules do not corroborate the history of the learned judges; indeed, they traverse it directly. The Record and Writ Clerks' Office is now the Writ, &c., Department of the Central Office. The filing of the duplicate at the Record and Writ Clerks' Office was for the purpose of record and entry in the general cause book, so that appearance could be entered. This could only be applied to an originating summons. As far back, then, as 1852 we find that the "summons originating," afterwards called "originating summons," was established as a mode of commencing proceedings, not by any means in substitution only for a suit commenced by bill, but for "*all other applications originating in chambers*." Bearing this in mind, let us follow the course of the judges' argument in its application to summonses under the Solicitors Act:

"MASTER OF THE ROLLS.—'It is impossible to suppose that the provision as to entering an appearance within eight days was intended to be applied to a summons calling upon a solicitor to have his bill of costs taxed or to deliver up papers.'

"LINDLEY, L.J.—'Down to November, 1893, I should have thought that no one would have said that a summons under section 37 of the Solicitors Act, 1843, was an originating summons.'"

In order to ascertain whether this was or was not an originating summons requiring appearance, let us turn again to our General Orders of the Court of Chancery. The order of the 17th of April, 1867, r. 1, is as follows:—

"All applications made under the statute 6 & 7 Vict. c. 73 (Solicitors Act, 1843), to refer any bill of any attorney or solicitor of his fees, charges, and disbursements for any business done by such attorney or solicitor, to be taxed and settled, and for delivery of such bill, and for delivering up of deeds, documents, and papers, or for any or either of those purposes, shall hereafter be made to a judge at chambers by summons instead of by special petition to the court, except applications for orders of course, which are to be made as heretofore."

In order to ascertain beyond doubt what sort of summons is here intended, we have but to turn to Daniell's Chancery Practice, 6th ed., p. 2004, where we find, in the first place, that the above order of the 17th of April, 1867, is cited as the authority, even at that date (1882), for proceeding under the Solicitors Act by summons, and where we also find the following passage:—

"A summons for an order under the Act (Solicitors Act) is in the usual form of summons originating proceedings in chambers: it is prepared and issued; a duplicate of it filed, a copy sealed for service, and service effected in manner before explained in treating of these summonses" (*ante*, pp. 966-971).

At the place referred to (p. 967) we find the following:—

"If the summons originates proceedings it must be . . . . sealed and taken out at the Central Office, where it will be marked by the officer issuing it with the name of one of the judges," &c. (R. S. C., ord. 55, r. 20).

The note in the Annual Practice under the rule last referred to indicates that it was founded on Consolidated Order 35, r. 6, which we have quoted above, which was no doubt the case. This is one of the rules issued under the Act of 1852 referred to by LINDLEY, L.J. The links in the chain appear to us, therefore, quite complete, and seem to shew clearly that by direct provisions in the Consolidated Orders (ord. 35, rr. 6, 9), the General Order of the 17th of April, 1867, and ord. 55, r. 20, of the

R. S. C., 1883, a summons under the Solicitors Act in the Chancery Division always was a "summons originating," afterwards called an "originating summons"; that it was bound to have an eight-days' return (Consolidated Order 35, r. 7), and necessitated the entry of appearance by the respondent (Consolidated Order 35, r. 9), and was, therefore, in every sense of the term an originating summons.

There is one other point brought out by the full report of the case which ought not to be passed over. We quote once more:—

"DAVEY, L.J., called attention to the schedule to the order as to Supreme Court Fees, 1884, which prescribes a fee for 'issuing an originating summons under the Act 6 & 7 Vict. c. 73 for taxation of a solicitor's bill of costs,' &c."

"LINDLEY, L.J.—It appears, however, to be so called ('originating summons') in the order as to court fees. I think that must be taken to have been a mistake, though how it came to be made I cannot conceive."

We may, perhaps, be able to throw some light on this point also. In the Order as to Supreme Court Fees, 1875, there was only one fee fixed for originating summons. As its words are illustrative we give it as it stands:—

"On sealing a *summons to originate proceedings* in the Chancery Division—Lower Scale, 5s.; Higher Scale, 10s."

This fee was superseded in 1884 by two others, viz.:—

"7. On sealing or issuing an originating summons under the Act 6 & 7 Vict. c. 73 for taxation of a solicitor's bill of costs within twelve months after delivery, or delivery of a bill of costs by a solicitor, *including the order to be made thereon*, 10s.

"8. On sealing any other originating summons, 10s."

We venture to suggest that the only reason for separating an originating summons under the Solicitors Act from other kinds of originating summonses in this order as to fees of 1884 was in order to include in the issuing fee *the fee for the order*; and that in doing this care was even taken not to do it in such a way as to throw any doubt upon its being an originating summons, as it always had been.

We hope we have justified the opinion we expressed in our previous article on this subject, that the judgment in *Re Holloway* was delivered under some misapprehension—or rather lack of apprehension—on the part of the court.

MORTGAGEES, TRUSTEES, AND EXECUTORS AS AFFECTED BY THE FINANCE BILL.

IT is provided by clause 8 (1) of the Finance Bill, that where any moneys

"deposited with any bank or person in the United Kingdom . . . are standing or deposited in the name of a deceased person, either alone or jointly with any other person; or any moneys become payable . . . on death . . . under a policy of insurance, the same shall not be capable of being transferred, disposed of, or paid, nor shall any person be able to give a good discharge for the same, unless it is certified by the commissioners that there is no claim for estate duty thereon."

What is the meaning of "deposited with a person"? Probably the maxim *noscitur a sociis* applies, and it means deposited with a person acting as a banker; but if this is intended it ought to be so stated. If our view is incorrect, and if "person" is to be used in a larger sense, the only meaning that we can attach to money deposited with a person, not a banker, is a loan to that person. It is impossible to suppose that it means money put into a bag deposited for safe custody, and to be restored in specie, as transactions of that nature never occur in practice. If it means a loan, it includes money lent by a pawnbroker or by a mortgagee. We can hardly think that it is intended that on the death of a pawnbroker his executor is to be unable to give a valid receipt for the money lent on pledges without producing a certificate that no duty is payable.

The case of a mortgagee is far more serious. For, assuming that "moneys deposited" includes mortgage moneys, on the death of the mortgagee the question whether his executors can give a valid receipt for the mortgage moneys depends upon whether the certificate has been given. The mortgagor has a right to pay off on giving six months' notice. Under the present law, if he is satisfied that the validity of the will of the mortgagee will not be disputed, he can safely pay to the executor without waiting for probate, and even if he thinks, as he generally does, that it is necessary to wait, there is not in ordinary cases any great lapse of time after the testator's death before probate is granted. Under the proposed system, where the amount of duty payable may depend upon the value of property not passing to the executor, it is reasonable to suppose that in many cases considerable delay will take place before the duty can be assessed. What is the mortgagor who wishes to pay off to do? There is no person who can give a receipt. His only safe course will be to institute a redemption action and pay the money into court. Considering that the mortgagor cannot safely pay the mortgage moneys to the executors of the mortgagee till the certificate is granted, it would be only reasonable to provide that within a short time—say three years after the mortgage has been paid off—every purchaser and mortgagee should have a right to assume that the duty had been paid.

The real difficulty as to mortgages occurs in trust mortgages. It is perhaps impossible to calculate what proportion of moneys lent on mortgage are trust moneys, but the amount must be very large. A mortgage is, or perhaps we ought to say was till lately, a favourite investment for trustees, as when a mortgage is once effected they are free from the importunity of their *cestuis que trust* to look for investments producing a high rate of interest. As is well known to our readers, when a mortgage is made to trustees, it is taken to them as joint tenants, concealing the fact that the moneys advanced are trust moneys, the object being to avoid making the settlement a title deed to the mortgaged land; those few of our readers who are not familiar with the law of real property will perhaps hardly be aware of the great importance of acting in this manner, suffice it to say that it is not only the recognized practice of conveyancers, but that it has often received the sanction of the courts. Now suppose that trustees under an ordinary marriage settlement invest part of the settled funds on mortgage. Under the existing law the mortgagor is not concerned with the fact of the money being trust money. The tenant for life may die, he probably does not hear of his death, and even if he does hear of it it is a matter of no interest to him, as it makes no difference either as to the payment of interest or as to his power of paying off the mortgage.

The Finance Bill will make a very great change in the law as to these matters, and we do not hesitate to say that it will very seriously injure titles, and therefore interfere with the ready transfer of land. The Bill provides (clause 9) that—

"A rateable part of the estate duty on an estate in proportion to the value of any property which does not pass to the executor as such, shall be a first charge on the property subject to the duty."

It follows that, on the death of the tenant for life under a settlement, estate duty becomes chargeable on a mortgage debt which forms part of the settled property. This, it will be remembered, is a statutory charge; it does not depend upon notice, it binds the mortgagor although he is in ignorance that the death has occurred. What is he to do if he wishes to pay off the mortgage? If he simply pays the mortgage money to the trustees without making any inquiry, his land remains liable to the charge. On the other hand, if he makes inquiry and learns that there was a tenant for life, his conscience is affected in equity by the trusts of the settlement, and the settlement becomes one of his title deeds. It is hardly possible to have devised a better plan for rendering it unsafe to lend money on mortgage. It appears to follow that no mortgagor can safely pay off a mortgage, and that no person can safely take a transfer of a mortgage, without obtaining a certificate that the mortgage money is not subject to duty. We may add that there appears to be no power for the Inland Revenue Department to give a certificate where no death has taken place.

A mortgage of a life interest and a policy on life is very common. On the death of the tenant for life there is no fund except the policy-moneys out of which subsequent interest can be paid, but these moneys are, after the very short delay prescribed by the rules of the office, available for payment of the principal, with arrears of interest and costs. The mortgagee is not concerned to ascertain whether the mortgagor's estate is solvent or not, or whether probate has been taken out. He receives the policy-moneys, and, after retaining what is due to him, he pays the residue to the executors. This convenient

course will be prohibited by clause 8, as the office will not be able to pay the policy-moneys till the certificate is given. It will be observed that the commissioners cannot, in most cases, give the certificate till the duty has been paid, as the surplus of the policy-moneys, after satisfying the claims of the mortgagee, will belong to the estate of the deceased mortgagor. The result will be a foreclosure action.

It is also provided, by clause 8, that no transfer is to be made of any stocks, shares, funds, or securities inscribed or transferred by registration which are standing in the name of a deceased person, either alone or jointly with any other person, till a certificate is granted that there is no claim for estate duty thereon. This is doubtless intended to prevent evasions of the duty by persons concurring in making an investment in their joint names so as to enable the survivor to take the fund free from duty. Cases of this nature must be very rare.

The expense that will be occasioned by this provision will be enormous. Whenever a trustee dies it will be necessary, before the property is dealt with, to obtain the certificate. The great bulk of *cestuis que trust* are persons not conversant with business; they will have to employ a solicitor for the purpose of obtaining the certificate, thus incurring expense. Add to which that the work of the Inland Revenue Department will be very largely increased, thus necessitating an additional staff of clerks. It is difficult to imagine any provision that will create so much expense and inconvenience out of all proportion to the gain to the revenue.

It should also be observed that occasionally a trustee has a special power of appointment, and it is possible that the existence of this power will, on his death, render the property over which he might have exercised the power liable to estate duty under clause 2 (1) (*a*).

The language of the sub-clause just referred to is so wide as to include property subject to a power of sale vested in a trustee. While we apprehend that the courts would strain the meaning of the words to avoid arriving at so monstrous a result, we think that the wording of the Bill ought to be made clear.

The case of an executor is somewhat hard. He has to pay the estate duty "in respect of all personal property wheresoever situate of which the deceased was competent to dispose at his death": clause 5 (2). It will be observed that this includes all personal property subject to a general power, and possibly all personal property subject to a special power exercisable by the deceased at the time of his death. In many cases it will be absolutely impossible for the executor to ascertain what this property is, especially if it should be held to include trust property over which the deceased could exercise a power.

The provisions of clause 5 (2) are inconsistent with those of clause 7 (3), which makes him only accountable "to the extent of the property actually received or disposed of by him." It may happen that he receives and duly pays the duty on the testator's property. After he has administered the testator's estate it may turn out that the devisees of the testator, or the trustees of some property in which he had a life interest have, either from fraud or negligence, omitted to make a proper return of the property for which they are accountable. The value of the omitted items may render the testator's personal estate liable to a higher rate of duty. The executor remains personally liable to pay it even if a certificate of discharge has been given: clause 10 (3). No lapse of time is a bar to this liability. The result is that an executor who acts with the utmost care and probity may (possibly even if he administers the estate under an order of the court), owing to the fraud or negligence of persons over whose act he has positively no control, become liable for the payment of additional duty after he has rightfully parted with all the assets.

A return issued by the Treasury shews that the total amount paid to the Attorney-General for England in 1893 was £20,285, £7,000 representing salary, £12,635 fees for contentious business, including the Behring Sea arbitration, and £650 being provision for clerks. The Solicitor-General for England received £10,506, £3,906 of which were fees for contentious business, £600 being provided for clerks. In the same year the Lord Advocate received a total amount of £4,143, the Solicitor-General for Scotland £1,400, the Attorney-General for Ireland £5,868, and the Solicitor-General for Ireland £2,548.

REVIEWS.

LEGISLATION OF THE YEAR.

PATERSON'S PRACTICAL STATUTES. THE PRACTICAL STATUTES OF THE SESSION 1893 (56 & 57 VICTORIA); WITH INTRODUCTIONS, NOTES, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX. PART II. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

The second part of Mr. Cotton's edition of the statutes contains the Sale of Goods Act, 1893, and the Local Government Act, 1894, and also the usual lists of local and personal Acts of the whole session. Each Act is prefaced by an introduction, and the reader is assisted by cross references and other notes. The introduction to the Local Government Act gives a useful account of the general scope of the statute, but Mr. Cotton apparently is not sanguine as to the construction of its provisions when they come to be put into operation. "The right interpretation of the statute," he says, "has been rendered difficult by exceptional indulgence on the part of the draftsman in the modern practice of legislating by incorporation and by delegation." And he points out that another source of obscurity arises from the fact that the Bill was largely remodelled during its passage through Parliament. This seems to promise work for the courts, and further judicial comments on parliamentary drafting such as were evoked by the Local Government Act, 1888.

SALE OF GOODS.

THE SALE OF GOODS ACT, 1893 (56 & 57 VICT. C. 71), WITH INTRODUCTION, NOTES, AND INDEX. By J. M. LELY and W. F. CRAIES, Barristers-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is the second statute in the series of "Annotated Acts" which the publishers propose to issue with a view to supplying the profession with every Act of importance as promptly as possible after its becoming law, in the form of a complete edition, with notes and index. The notes to the Act have been compiled with great care and minuteness. The source of each provision is pointed out—though as the editors observe, quoting Lord Herschell in *Bank of England* v. *Vagliano* (14 App. Cas. 107), old cases cannot be referred to for the purpose of explaining a codifying Act, if the rule given in the Act itself is clear—and references are given to numerous cases which will assist the construction of the Act. The work is prefaced by a useful introduction indicating the structure and contents of the Act, its effect upon decided cases, and the extent to which it alters the law. The editors regard the most salient and obvious alteration to be that effected by section 24 with respect to the revesting of property obtained by criminal means not amounting to larceny on the conviction of the offender. This displaces the decision in *Vilmont* v. *Bentley* (12 App. Cas. 471). The introduction also touches on the curious question of the retrospective operation of the Act in respect of the period between the 1st of January and the 20th of February, 1894, but it is suggested that, as the law is in the main codified only and not amended, this will in few cases be of serious importance, except in cases arising under section 24.

BOOKS RECEIVED.

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Irish; with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned during the Year 1893. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Sources of the Constitution of the United States, considered in relation to Colonial and English History. By C. ELLIS STEVENS, LL.D., D.C.L. Macmillan & Co.

Bourdin's Exposition of the Land Tax; including the latest Judicial Decisions, and the Changes in the Law effected by the Taxes Management Act and by the Act converting the Three per Cent. into Two and Three-quarters per Cent. Stock, with other Additional Matter. Fourth Edition. With a new and exhaustive Index. By the late FREDERICK HUMPHREYS. And Digests of Cases decided in the Courts. By CHARLES C. ATCHISON. Stevens & Sons (Limited).

A Practical and Concise Manual of the Law relating to Private Trusts and Trustees. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law. Fourth Edition, Enlarged and Revised. Butterworths.

Chartered Accountants' Charges and the Law relating thereto. By FRANCIS W. PIXLEY, Barrister-at-Law. Second Edition. Gee & Co.

The Law relating to Parish Councils. Being the Local Government Act, 1894; With an Appendix of Statutes and an Introduction,

Notes, Orders and Circulars of the Local Government Board, and a Copious Index. By GEORGE HUMPHREYS, B.A., Barrister-at-Law. Stevens & Sons (Limited).

A Manual of the Principles of Equity. A Concise and Explanatory Treatise intended for the Use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Third Edition. Geo. Barber.

The Articled Clerks' Guide to, and Self Preparation for, the Final Examination. Containing a complete Course of Study. With Books to be Read, List of Statutes, Cases, Test Questions, Questions and Answers, and full Details and Particulars of the Examination both for Pass and Honours. By JOHN INDERMAUR, Solicitor. Sixth Edition. Stevens & Haynes.

The Law of Friendly Societies and Industrial and Provident. With the Acts, Observations thereon, Forms of Rules, &c., Reports of leading Cases at length, and a Copious Index. Formerly (1850-1861) Edited by the late WILLIAM TIDD PRATT, Esq. Twelfth Edition, Revised and Enlarged. By EDWARD WILLIAM BRABROOK, F.S.A., Barrister-at-Law. Shaw & Sons.

CORRESPONDENCE.

STAMP ON AGREEMENT FOR SALE OF BUSINESS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—On applying to the registrar to file an agreement for the sale to a company of a manufacturing business, a demand is made, under section 59 of 54 & 55 Vict. c. 39, for *ad valorem* duty on the machinery, such as lathes, vices, &c., affixed to the leasehold premises (also included in the sale) by means of screws or bolts so as to be easily detachable. Among the exceptions mentioned in the section are lands, tenements, and hereditaments, goods, wares, and merchandise. My contention is that the machinery in question is either goods, wares, or merchandise, or, if regarded as fixtures, it is lands, tenements, or hereditaments. Can you or any of your readers inform me what the practice is, and refer me to any decision on the subject?

May 10. A. L. C.

[We shall be glad to know what the practice has been on the point raised by our correspondent. It appears to us that his dilemma is unanswerable: either the machinery is loose plant or machinery, or fixtures; and (assuming in the latter case that the leaseholds to which the machinery is affixed are not held only for an equitable estate or interest) the machinery is in neither case subject to duty under section 59 of the Stamp Act, 1891. It is another question whether the value of the machinery so affixed should not be added to the purchase-money of the leaseholds, and duty paid on it on the assignment.—ED. *S. J.*].

CASES OF LAST SITTINGS.

Court of Appeal.

HELBY *v.* MATTHEWS AND OTHERS—No. 1, 9th May.

SALE OF GOODS—AGREEMENT FOR HIRE—POSSESSION OF GOODS WITH CONSENT OF OWNER—HIRE AND PURCHASE AGREEMENT—DISPOSITION OF GOODS BY HIRER—FACTORS ACT, 1889 (52 & 53 VICT. c. 45), ss. 2, 9.

Appeal from the Queen's Bench Division, affirming the judgment of the Bloomsbury County Court judge in favour of the plaintiff in an action to recover possession of a piano. By an agreement made on the 23rd of December, 1892, between the plaintiff (who was a musical instrument dealer) therein called the "owner," and one Brewster, therein called the "hirer," the owner agreed, at the request of the hirer, to let on hire to the hirer a pianoforte; and in consideration thereof the hirer agreed (1) to pay the owner on the 23rd of December, 1892, a rent or hire instalment of 10s. 6d., and 10s. 6d. on the 23rd of each succeeding month; (2) to keep the instrument from injury, including damage by fire; (3) to keep the instrument in his own custody; (4) that, if the hirer did not duly perform the agreement, the owner might terminate the hiring and retake possession of the instrument; and the owner agreed "(A) that the hirer may terminate the hiring by delivering up to the owner the said instrument. (B) If the hirer shall punctually pay the full sum of £18 18s. by 10s. 6d. at date of signing, and by thirty-six monthly instalments of 10s. 6d. in advance as aforesaid, the said instrument shall become the sole and absolute property of the hirer. (C) Unless and until the full sum of £18 18s. be paid, the said instrument shall be, and continue to be, the sole property of the owner." Brewster, having paid certain of the instalments, pawned the piano with the defendants, who were pawnbrokers. Brewster having failed to pay a subsequent instalment, the plaintiff brought this action. The county court judge found that the defendant received the piano in good faith and without notice of the plaintiff's rights in respect thereof; but he held that there was no "agreement to buy" the piano within the meaning of section 9 of the Factors Act, 1889, and that, therefore, the case was distinguishable from *Lee* v. *Butler* (42 W. R. 88; 1893, 2 Q. B. 318), and he gave judgment for the plaintiff. The Divisional Court (Lord Coleridge, C.J., and Day, J.) affirmed this judgment.

THE COURT (LORD ESHER, M.R., and A. L. SMITH and DAVEY, L.JJ.), having taken time to consider, allowed the appeal.

LORD ESHER, M.R., said that section 9 of the Factors Act, 1889, clearly dealt with agreements for purchase and sale, and did not deal with agreements which were merely agreements for the hiring of goods. On the other hand, it only dealt with agreements to buy where possession was delivered, but where the property did not pass. It was said that there was no agreement to buy in this case, because of the clause giving the hirer the right to terminate the hiring by delivering back the piano to the owner. In his opinion the true construction of the agreement, looked at as a whole, was that there was an agreement by the plaintiff to sell, and an agreement by Brewster, if he did not during the currency of the agreement change his mind, to buy. It was a contract to buy with an option, and in his opinion it came within section 9, which, accordingly, protected the defendants, and afforded a defence to the action.

A. L. SMITH, L.J., concurred. Had Brewster, who was called the hirer, in reality agreed to buy the piano of the plaintiff within the meaning of section 9? The substance, and not merely the form, of the transaction must be considered. The plaintiff had by the agreement bound himself past recall that upon being paid the price of the piano by monthly instalments the piano should become the property of Brewster. That was an agreement to sell the piano for £18 18s., notwithstanding the right reserved to the plaintiff to retake possession of the piano if Brewster failed to perform the agreement on his part. What was the position of Brewster? It was contended that the option given to Brewster to terminate the hiring by returning the piano distinguished this case from *Lee* v. *Butler*, and that, therefore, Brewster had not agreed to buy the piano, but had only agreed to hire it with the right of exercising the option to purchase it if he so desired. In his opinion Brewster had in reality agreed to purchase the piano subject to this, that during the term, if he could do so, he might send back the piano to the plaintiff. The true view of the agreement was this, that, as on the one hand the plaintiff agreed to sell the piano to Brewster, subject to a defeasance to be exercised by the plaintiff, so on the other hand Brewster agreed to buy the piano of the plaintiff, subject to a defeasance to be exercised by Brewster. Section 9 of the Factors Act, 1889, therefore, applied, and judgment must be entered for the defendants.

DAVEY, L.J., concurred.—COUNSEL, *Finlay*, Q.C., *Joseph Walton*, Q.C., and *Hextall*; *Jelf*, Q.C., and *C. L. Attenborough*. SOLICITORS, *H. E. Tudor*; *John Attenborough*.

[Reported by W. F. BARRY, Barrister-at-Law.]

PEEK *v.* RAY—No. 2, 9th May.

PRACTICE—INTERROGATORIES—R. S. C., 1883, XXXI., 6—R. S. C., 1893, XXXI., 2.

This was an appeal by Archibald, one of the two defendants to this action, from an order of North, J., giving leave to the plaintiff to deliver certain interrogatories to both the defendants. The interrogatories were submitted to and approved by the judge under R. S. C., 1893, ord. 31, r. 2, which provides that "on an application for leave to deliver interrogatories the particular interrogatories proposed to be delivered shall be submitted to the court or judge," and that "leave shall be given to such only of the interrogatories submitted as the court or judge shall consider necessary either for disposing fairly of the cause or matter or for saving costs." The action was brought by Peek against Ray and Archibald, who were co-executors of a deceased partner of Peek's, for accounts, &c., in the winding up of the plaintiffs. Archibald had been given leave to defend the action on behalf of himself and Ray, as Ray was also a partner with Peek.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal.

LINDLEY, L.J.—This motion is rather a peculiar one. The defendant Archibald appeals, and says, first of all, "You have no right to administer these interrogatories to Ray at all, because I have liberty to defend the action on behalf of myself and Ray." That is a most extraordinary contention, and is utterly wrong. But there is more to be said. The learned judge has gone into the matter under the new rules of 1893, ord. 31, and has come to the conclusion that these interrogatories ought to be allowed. What ought we to do? Ought we to scan these interrogatories and, in fact, settle them? I protest altogether against doing anything of the kind. I admit the right of appeal; it is our duty to consider the appeal, and see whether there is any substantial injustice done by the order of the learned judge. There appears to me to be none. This appeal is brought upon the erroneous theory that the judge, by allowing these interrogatories, has pre-determined that no objection to answering any of them can be taken in the affidavit in answer. There may be many objections which can perfectly well be taken, and when they have been taken in the affidavit it will be the duty of the judge to determine whether or not the interrogatories must be answered. The only point upon which the judge is likely to have made up his mind, if he allows a particular interrogatory, is that, so far as he can see at the time, it is not premature. But if the defendant can make oath and shew facts which make out that it is premature, it will then be open to the judge to consider it. I protest against there being any appeal to this court in such a case as this. It is a matter for the discretion of the learned judge, and we are not here to review that discretion unless it can be shewn that some substantial injustice has been done. This appeal must be dismissed, with costs.

LOPES, L.J.—I am of the same opinion. The learned judge has allowed these interrogatories after carefully going through them and making certain alterations, striking out some things which he considers ought not to be in. Then there is this appeal. Now, unless there is some

error, some question of principle involved, or some substantial injustice done, this court will not entertain an appeal of this kind. It is suggested that the judge, by allowing these interrogatories, has precluded the party interrogated from taking any objection when he answers. That is incorrect. What the judge does when he allows the interrogatories is this: he determines whether it is a proper case in which interrogatories ought to be delivered at all, and then, under the new rules, he deals with each interrogatory to see whether, *primâ facie*, it is a proper one. If he allows it he does not preclude any objection being taken by the party interrogated in his affidavit in answer. To my mind that is made perfectly clear by R. S. C., 1883, ord. 31, r. 6, which says that any objection to answering any one or more of several interrogatories on the ground that they are scandalous or irrelevant, or not *bonâ fide* for the purpose of the cause, or that the matters inquired into are not sufficiently material at that stage, or on any other ground, may be taken in the affidavit in answer. That rule still remains in force. Therefore it is clear that the allowance of these interrogatories does not preclude an objection being taken in the way provided for in the rule.

KAY, L.J.—I entirely agree. I wish to say that where a judge has, under the new rules, had the interrogatories brought before him, and has determined whether and to what extent he will allow them, if anyone chooses to appeal he can only hope to succeed if he can shew some serious question of principle in which the judge has, in the leave he has given, made a material error. To say that this court is to be asked to look through the interrogatories which a judge of first instance has allowed, to see whether this or that part has been properly allowed, is to make a total mistake as to the functions of the Court of Appeal. The first contention of the defendant Archibald, that the plaintiff shall not administer interrogatories to his co-executor because the answers may be prejudicial to him, is most extraordinary. I am extremely doubtful whether the answer of the one co-executor can be used against the other; but whether it can or not, that does not allow you to prohibit the plaintiff from administering interrogatories to the defendant Ray, and particularly when the judge has given him leave. Then the appellant objects to certain interrogatories respecting accounts. The judge has said that, subject to certain alterations which shew that he did not intend the details to be furnished, "I allow these interrogatories." It is said they are premature, because an account may never be necessary, and that because the judge has allowed them the thing will be *res judicata*, and the judge will be bound by his own order. But R. S. C., 1883, ord. 31, r. 6, which has not been abolished by the new rules, enables anyone to raise any objection which he may have in his answer. If he does, it would be then, and then, I think, for the first time, that the judge would have to consider and dispose of the objections taken. The allowance of interrogatories by a judge under the new rules means no more than this: I allow these interrogatories, subject to any objection to answer which the person interrogated may have a right to make.—COUNSEL, *Cozens-Hardy*, Q.C., and *Montague Lush*; *Swinfen Eady*, Q.C., and *Christopher James*. SOLICITORS, *Paines, Blyth, & Huxtable*; *Druces & Attee*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

Re **TUBB'S CONTRACT**—No. 2, 10th May.

VENDOR AND PURCHASER — CONDITIONS OF SALE — INTEREST — WILFUL DEFAULT OF VENDOR—MISSTATEMENT IN PARTICULARS OF SALE—OMISSION TO INSPECT PLAN.

Appeal by the purchaser from the decision of Chitty, J., reported *ante*, p. 253. On the 18th of March, 1892, H. T. Tubbs purchased from the Corporation of London a property described in the particulars as the freehold site of Farringdon Market. The contract of sale provided for the completion of the purchase on the 24th of June, 1892, and "if from any cause whatever other than wilful default on the part of the vendors the remainder of the purchase-money shall not be then paid, the purchaser shall pay interest thereon at the rate of five per cent. per annum from that day to the day of actual payment thereof." The contract stated (condition 4) that the property was purchased by the vendors, the Corporation of London, in 1824, under the powers of the Act 5 Geo. 4, c. 151, and was now being sold under a statutory power so to do; a copy of the Act might be seen at the comptroller's office, and the purchaser was to be deemed to have notice thereof. The abstract was delivered on the 23rd of March, 1892. On the 9th of April the purchaser required a copy of the plan referred to in the said Act. On the 7th of May he said he would inspect the original plan, and on the 12th of May he was informed he could see it at a day's notice. He inspected it on the 16th of June, and perceived at once that an important part (comprising about one-tenth of the whole) of the property offered for sale was not comprised therein. The purchaser thereupon raised objection on this point; and the vendors, in answer to such objection, furnished the purchaser with a further abstract of title by which they shewed that the omitted portion had been acquired by the vendors under the Holborn Improvements Act, 1864, and was saleable under their general powers. This further abstract was delivered on the 25th of June—*i.e.*, a day after the date fixed for completion. Requisitions on this abstract were delivered on the 23rd of July, and the vendors' replies on the 28th of July, when the court of the corporation was adjourned for about two months. The title was finally accepted on the 29th of September. The purchaser, who had arranged for sub-sales of the property, had not set apart his purchase-money by the 24th of June, nor was he ready to complete till the 13th of February, 1893. The purchaser was, however, willing to pay interest from the 29th of September, but contended that the delay from the 24th of June to the 29th of September was attributable to the wilful default of the vendors in not inspecting their deposited plan before making the statement in the contract that the property offered for sale had been acquired by the vendors, and was being sold by them, under the Act 5 Geo. 4, c. 151. The schedule to that Act referred to the numbers on the plan, and if the plan had been inspected the mistake would have been discovered immediately. The purchaser, accordingly, relied on the conditions of sale as exempting him from the payment of any interest from the 24th of June to the 29th of September. Chitty, J., on the evidence, came to the conclusion that the purchaser was not in fact ready to complete on the 24th of June; he also expressed an opinion that the vendors had not committed any "wilful default" within the meaning of the stipulation in the contract of sale, and, accordingly, held that the purchaser was liable to pay interest on the purchase-money from the 24th of June to the 29th of September. The purchaser appealed.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) dismissed the appeal; Kay, L.J., however, differed from the other members of the court on the question whether the vendors had been guilty of wilful default.

LINDLEY, L.J., said proof by the purchaser that he could not prudently complete the purchase by the day named, owing to some difficulty arising on the investigation of the vendors' title, is not of itself enough to exonerate the purchaser from payment of interest, for it is quite possible that the difficulty may not be owing to any wilful default on the part of the vendors. Lord Cottenham's observations on this subject in *De Visme* v. *De Visme* (1 Mac. & G. 336) were corrected in *Sherwin* v. *Shakespear* (2 W. R. 668, 5 De G. M. & G. 517), and ever since that decision the courts have always recognized the distinction between wilful and non-wilful defaults in dealing with conditions of sale worded like that before us. The meaning of the term "wilful default" in conditions of this kind was carefully examined in *Williams* v. *Glenton* (14 W. R. 294, L. R. 1 Ch. 200), *Young and Harston's Contract* (34 W. R. 294, 31 Ch. D. 168), and *Hetling and Merton's Contract* (42 W. R. 19; 1893, 3 Ch. 269), but none of these cases quite cover the present case, as there was not in them, as there was here, a misstatement by the vendor of the nature of his own title. This misstatement arose from a very natural, though unfortunate, oversight of the vendors' agents. The property sold all belonged to the vendors, and they had for years been in possession of it, and their title was in fact free from all objections; and their solicitors, who are responsible for the preparation of the particulars and conditions of sale, knew this to be the case. Their knowledge of the goodness of the title led them to be less careful than they otherwise would have been in describing it. Unfortunately, the title was not examined, or not examined with proper care, before the conditions of sale were framed. This was unquestionably a default, but, in my opinion, it was not "wilful." I do not propose to examine this word with scientific accuracy; it is sufficient to observe that to make up one's mind not to verify a statement is "wilful," but that simply not to think about verifying it is not wilful. I am aware that in *Elliott* v. *Turner* (13 Sim. 477), Shadwell, V.C., expressed the opinion that forgetfulness might amount to wilful default. The case before him was, however, of a very different kind from the present. I confess that I am more disposed to concur with Lord Bramwell's observations on the term "wilful misconduct" in *Lewis* v. *The Great Northern Railway Co.* (3 Q. B. D. 206). They are, in my opinion, quite consistent with Lord Bowen's observations in *Young and Harston's Contract*, if it be borne in mind that Lord Bowen presupposed knowledge of what was done, and intention to do it, and was not addressing himself to a case of an honest mistake or oversight. No doubt the statements contained in the 4th condition were deliberate, and to that extent "wilful"; but the misstatement was not "wilful." It arose from this, that, owing to the fact that the market-place had for years been one property, the necessity for verifying the statement never occurred to the vendors or their agents. I cannot hold that this omission was under the circumstances a "wilful default." The conclusion thus arrived at is sufficient to dispose of this appeal. But the case is very near the line, and, therefore, I will add that the more closely the facts are investigated the more reason there is for coming to the conclusion that the real cause of the delay in completing the purchase was the inability of the purchaser to find the purchase-money. The fact that he did not and could not complete the purchase for months after all difficulties in making out a title were cleared up throws a strong light on the purchaser's alleged ability to complete on the day originally fixed for completion. The vendors' default is seized on as justifying the delay; but I am not at all satisfied that that default was the real cause of the delay. Chitty, J., did not believe that it was, nor do I.

LOPES, L.J., said: I am clearly of opinion that there was default by the vendors. They made a positive and specific representation that the whole of the property was sold under a statutory power contained in a specified Act of Parliament. This was not the fact; one-tenth of the property sold was not comprised in that statutory title. This the vendors might have ascertained if they had verified by proper investigation the documents in their possession. It was reasonable in the circumstances that they should have done this; they omitted to do something which it was their duty to have done, having regard to the positive statement they undertook to make, and having regard to their relations with intending purchasers. There was, therefore, "default"; but it must be "wilful" and have caused the delay in completion in order to exonerate the purchaser from payment of interest. Admittedly the fault was not intentional; it was an oversight, an honest mistake, and unintentional. It seems to me a perversion of the word "wilful" to hold such a default "wilful." It was, as I have said, a default; but to describe it as "wilful" would be a misapplication of that qualifying epithet. There would be no distinction then between what was intentional and what was unintentional and accidental; both would be visited with the same consequences. *Young and Harston's Contract* is, in my judgment, distinguishable from the present case, and the expressions used in the judgments in that case are inapplicable here; what the vendor did in that case was not regarded as a mistake at all, much less an honest or unintentional oversight. In *Lewis* v. *Great Western Railway Co.*,

Bramwell, L.J., in defining "wilful" in connection with misconduct said: "Wilful misconduct means misconduct to which the will is a party, something opposed to accident or negligence; the misconduct, not the conduct, must be wilful." This, to my mind, is a more accurate definition of "wilful" than that given by Shadwell, V.C., in *Elliott* v. *Turner* (13 Sim. 485), where he says: "In my opinion, the word 'wilful' can have no other meaning than spontaneous; and if the neglect or default in this case arose from the voluntary act of the parties, either awake or asleep, with reference to their rights and interests, and did not at all arise from the pressure of external circumstances over which they could have no control, I apprehend that the neglect or default was wilful." It is difficult to lay down any general definition of "wilful." The word is relative, and each case must depend on its own particular circumstances. I cannot think the default here "wilful." But even assuming there was wilful default, I am of opinion that the delay in the purchase was not fairly attributable to it. The delay arose from the fact that the purchaser was not ready with his purchase-money, which is evidenced by the fact that he did not complete till long after September 29, and has paid interest for the interval between that day and the time of completion.

KAY, L.J., said: The question is as to the meaning of "wilful default" in the usual condition of sale that "if from any cause whatsoever other than wilful default on the part of the vendors" the purchase-money should not be paid on the day fixed for completion, interest thereon should be paid by the purchaser. [His lordship referred in detail to the facts, and proceeded:—] In this state of circumstances the vendors contend that there was no wilful default on their part. The misstatement, they say, was made by inadvertence; it was not a wilful misstatement. The purchaser answers, the default was not the misstatement, but the omitting to examine the Act and plan before making the statement, the Act and plan being all the time in the vendors' possession. This, the purchaser urges, was "wilful." If the vendors had examined the plan, and had omitted to observe that the Act did not include the frontage, that might have been inadvertence, not "wilful default." But no examination whatever was made. The vendors, making such a statement, had a duty to the purchaser to take care, by examining the plan, which was in their own possession, to avoid an inaccuracy. Instead of this, whoever framed these conditions trusted to his general idea of what the vendors' title was, and neglected to make that search to verify it. The purchaser urges that this neglect was the default, and that the default was "wilful," because the person who made it willed not to make the search, which it was his duty to the purchaser to make, before making the positive statement in the conditions. I am not able to find an answer to this argument which is satisfactory to my mind. If the vendors had not made the positive statement as to all the land being held under the statute referred to, or if, having made it, they or their agent had taken some steps to verify it, and had in so doing committed a *bonâ fide* mistake, the case might be different. But, according to the evidence, no attempt to verify the statement was made, and the omission to do this was not only a "default," but was a "wilful default," because it was a deliberate neglect of a duty to the purchaser which the vendors, by making the positive statement, voluntarily assumed. But did this occasion the delay? Assuming that the vendors were in default, the purchaser voluntarily delayed from the 7th of May till the 16th of June to examine the plan, and, again, after the further abstract was delivered on the 25th of June, he sent in no requisitions until the 28th of July. There is no excuse for these delays, and the learned judge found that the reason was a difficulty in obtaining the purchase-money. On this ground I am prepared to concur in his decision.—COUNSEL, *Levett*, Q.C., and *Vernon R. Smith*; *Whitehorne*, Q.C., and *Archibald Allen*. SOLICITORS, *Chapple, Welch, & Chapple*; *H. H. Crawford, City Solicitor*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

THE MAYOR OF BRADFORD *v.* **PICKLES**—North, J., 9th May.

SUBTERRANEAN WATER—ABSTRACTION OF WATER—LAWFUL ACT DONE ANIMO NOCENDI.

This action was brought by the Corporation of Bradford, as water authority of their district, to restrain the defendant Pickles from diverting their water supply. In 1842 a waterworks company, incorporated by Act of Parliament, acquired, for the purposes of their works, some lands wherein arose certain springs called Many Wells. In 1854 a new waterworks company, also incorporated by Act of Parliament, took over the said waterworks, which were acquired in the same year by the corporation, also under Act of Parliament. Section 233 of the Act of 1842 authorized the first company to take water from the said springs. Section 234 of that Act was substantially re-enacted by section 49 of the Act of 1854, which is as follows: "It shall not be lawful for any person other than the company to divert, alter, or appropriate in any other manner than by law they may be legally entitled any of the waters supplying or flowing from certain springs and streams called Many Wells, . . . or to sink any well or pit, or do any act, matter, or thing whereby the waters of the said springs might be drawn off or diminished in quantity; and if any person shall illegally divert, alter, or appropriate the said waters, or any part thereof, or sink any such well or pit, or shall do any such act, matter, or thing whereby the said waters may be drawn off or diminished in quantity, and shall not immediately on being required so to do by the company repair the injury . . . he shall forfeit to the company any sum not exceeding £5 for every day during which the said supply of water shall be diverted or diminished, . . . in addition to the damage which the company may sustain by reason of their supply of water being diminished." The water from the said springs was conducted to a reservoir by means of artificial conduits. The defendant, who was the owner of land adjoining and above the Many Wells, had sunk shafts and was driving a tunnel in his land for the alleged purpose of raising stone. The effect of this would be to divert the underground water supplying the said springs while still flowing in undefined channels. The case was heard in July last on motion treated as the trial of the action.

NORTH, J., in delivering judgment said: In my opinion what the defendant is proposing to do is forbidden by section 234 of the Act of 1842 and section 49 of the Act of 1854. The defendant is doing an act or thing by which the waters of the springs will be drawn off or diminished in quantity and not materially diminished, but wholly abstracted. It is said that the defendant is only forbidden by that section from diverting, altering, or appropriating the waters in question by or in any other manner than he is legally entitled to do, and that as he is legally entitled to drain his own land in order to get his stone, diversion for that purpose is not forbidden. But that argument ignores the subsequent part of the section, which goes on to make something more unlawful than is already forbidden—viz., sinking any well or pit, or doing any act or thing whereby the waters may be drawn off; and if the words "in any other manner than they are by law entitled" are used as modifying all that follows, it makes the section enact that a man is not to do certain specified things except so far as he may lawfully do them; which is making nonsense of it. I do not think the section very happily expressed, and in my opinion the opening provision is intended to preserve against the waterworks company such rights over the waters in question as an upper riparian proprietor has against a lower riparian proprietor in an open stream; permitting a diversion or alteration, or even an appropriation to a limited extent, but not a diversion or appropriation by way of a diversion of the whole. It was also argued by the defendant's counsel that it could not be the meaning of the Legislature that he should be restrained from utilizing his stone in the way in which he could otherwise have lawfully done when no provision is made for compensating him for the loss thus cast upon him, as this would amount to a gross injustice, and the observations of Bowen, L.J., in *London and North-Western Railway Co.* v. *Evans* (1893, 1 Ch. 28), are relied on. This is a very weighty argument. At the same time, that result must follow if the Act says so, as I think it does in the present case. But on the evidence I should be unable to say that there was any damage entitling the defendant to compensation in consequence of his not being able to make his tunnel. But a second ground for relief was put forward by the plaintiffs. It was said that, assuming the defendant could not be restrained from making the tunnel, if it were *bonâ fide* done in order to get his stone, even although it would drain the Many Wells springs, still he ought to be restrained because his object was not to get his own minerals, but to injure the plaintiffs by carrying off the water and compelling them to buy him off in order to avert this. I have come to the conclusion that this charge against the defendant is well founded. Can the defendant, then, be restrained from making the tunnel proposed on the ground that he is not acting *bonâ fide*? No case in their favour directly or nearly in point was cited by the plaintiffs' counsel, and I have not been able, after much research, to find one myself. Indeed there seems much dearth of authority in the law of England on this point. Going back to the Civil Law, from which so much of our law as to servitudes is derived, I find in the Digest, Lib. xxxix., Tit. 3: "Denique Marcellus scribit, 'Cum eo qui in suo fodieno vicini fontem avertit, nihil posse agi, nec de dolo actionem, et sane non debet habere, si non animo nocendi sed suum agrum meliorem faciendi id fecit.'" That passage certainly does indicate that an action might lie, if the act damaging the neighbour was done, not for the improvement of the actor's own property, but for the purpose of levying blackmail upon the neighbour. In *Acton* v. *Blundell* (12 M. & W., at p. 336), Maule, J., quotes that passage during the argument, saying, "It appears to me what Marcellus says is against you. The English of it I take to be this: If a man dig a well in his own field, and thereby drains his neighbour's, he may do so, unless he does it maliciously," and the same passage is quoted in full in the judgment of the Court of Exchequer Chamber in that case. This certainly is an approval and adoption of that passage as an authority, but it must be observed that in that case there was no suggestion that the defendant was acting maliciously, and the citation and approval were with reference to the first part of the proposition, as to what might lawfully be done, not with reference to what might be unlawful in a state of facts not then before the court. I cannot find any case in which the latter part of the statement has been affirmed or acted upon in this country; on the other hand, in *Ravestrom* v. *Taylor* (11 Ex. 369), Martin, B., said: "The proprietor of the soil has *primâ facie* the right to drain his land, and unless there is some express authority to shew that his motive in so doing affects the question, in my opinion the motive is altogether immaterial"; and no such authority having been produced he repeated the same opinion in his judgment. Again, in *Chasemore* v. *Richards* (7 H. L. Cas., at p. 388), Lord Wensleydale says: "The civil law deems an act otherwise lawful in itself illegal if done with a malicious intent of injuring a neighbour." In my opinion this principle does not exist in our law. Mr. Cozens-Hardy relied on certain observations of Cotton, L.J., and Lord Herschell in *Midland Railway Co.* v. *Robinson* (37 Ch. D. 397, 15 App. Cas. 32), but I do not think they help the plaintiffs. On the second ground, then, the plaintiffs are not entitled to relief. The plaintiffs also relied on the *Grand Junction Canal Co.* v. *Shugar* (6 Ch. 483). But as the effect of the defendant's acts would not be to take out of any defined channels water which had ever reached them, but to intercept water before it reaches them, that case, as I read it, does not govern the present. His lordship then granted an injunction restraining the defendant from doing any acts which would materially diminish the water of the springs, and directed the plaintiffs' costs to be taxed, but ordered the

defendant to pay only half thereof, as the plaintiffs had failed in their second ground for relief, citing as an authority therefor *Willmott* v. *Barber* (17 Ch. D. 772).—Counsel, *Cozens-Hardy*, Q.C., *B. Eyre*, and *C. M. Atkinson*; *Tindal Atkinson*, Q.C., and *J. G. Butcher*. Solicitors, *Cann & Son*; *Ullithorne, Currey, & Villiers*.

[Reported by C. F. Duncan, Barrister-at-Law.]

Re **NASH, SWEET** v. **NASH**—North, J., 10th May.

Apportionment between Capital and Income—Mode of Calculation.

This was an adjourned summons to determine how the proceeds of a policy of insurance for £1,050, taken out on the 25th of March, 1844, should be dealt with. The testator, who was entitled to the policy, died on the 24th of July, 1876, and after his death £140 was expended out of his estate in premiums. The testator's will was dated the 3rd of April, 1876, and under it there were two tenants for life, and there were two remaindermen. There was a trust for sale and conversion, but the trustees had power to postpone conversion. The policy fell in on the 13th of February, 1891. It was argued on behalf of the tenants for life that after repaying the premiums the sum that would produce the amount received at 4 per cent. compound interest, calculated from one year from the testator's death, was capital, and that the surplus was income, and belonged to the tenant for life. *Re Godden*, *Teague* v. *Fox* (41 W. R. 282; 1893, 1 Ch. 292), *Re Hobson* (34 W. R. 71), *Re Lord Chesterfield's Trusts* (32 W. R. 361, 24 Ch. D. 643), *Wright* v. *Lambert* (26 W. R. 206, 6 Ch. D. 649), *Cox* v. *Cox* (17 W. R. 790, L. R. 8 Eq. 343) were cited. For the remaindermen it was contended that interest at the rate of 3 per cent. only should be allowed.

North, J., said that he would follow *Re Lord Chesterfield's Trusts*, and allow interest at the rate of 4 per cent.—Counsel, *Vernon Smith*; *Henderson*; *Methold*; *Boville*. Solicitors, *Devonshire & Co*; *Lee, Lake, & Lee*, for *Sweet & Sweet*, Bristol; *Rowcliffe, Rawle, & Co.*; *A. Smith*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

Re **McHENRY, McDERMOTT** v. **BOYD**, *Ex parte* **BARKER**—North, J., 3rd May.

Statute of Limitations—Creditor's Letter to Debtor—Agreement to pay Deficiency on the Realization of a Security.

This was a summons to vary the certificate of the chief clerk, who had disallowed Barker's claim for advances made to McHenry (who died in 1891, and whose estate was being administered by the court in a creditors' action), on the ground that the debt was barred by the Statute of Limitations. In 1881 Barker made the first advance, which was invested in the purchase of bonds, which were handed to him as security, and he received the dividends until the bonds were sold in 1890. The security proved insufficient, and Barker appropriated the proceeds towards payment of his debt, and told McHenry of what he had done in a letter, to which he received no reply. Barker made a further advance to McHenry in 1882, which was likewise secured by a deposit of bonds. In this case, however, on the 25th of August, 1892, McHenry wrote a letter in which, in consideration of the loan, he authorized Barker to realize the securities as he might think fit for the purpose of repaying the amount due, and undertook to pay any difference between the net proceeds of the security and the amount due either for principal or interest.

North, J., said: As regards the first claim, there had been no payment made by McHenry or any agent on his behalf so as to take the case out of the Statute of Limitations. Merely sending in an account, even if it was not dissented from, was not an acknowledgment. As to the second advance, however, the obligation did not arise until the security was realized, and Barker must be allowed to prove in respect of that claim.—Counsel, *S. Hall*, Q.C., and *Brown*; *Cozens-Hardy*, Q.C., and *Gregson*. Solicitors, *G. S. & H. Brandon*; *Hores & Pattison*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

Re **SANDERS**—North, J., 5th May.

Petition—Costs—Lands Clauses Consolidation Act, 1845 (8 Vict. c. 18), s. 69—Settled Land Act, 1882 (45 & 46 Vict. c. 32).

This was a petition that a scheme for the expenditure upon improvements of money paid into court by the London County Council as the purchase-money of land which they had acquired under their compulsory powers might be modified. It was said on behalf of the London County Council that, as all that was wanted was that the former order should be corrected, the county council ought not to pay the costs of a second petition. It was also said that, as the sum dealt with was only £373, a petition was unnecessary, as the matter might have been dealt with on a summons.

North, J., said that the county council must pay the costs of the parties whose land had been taken, as that was what rendered the application necessary. The matter could not have been dealt with on summons.—Counsel, *Gent*; *Leake*; *Geare*. Solicitors, *W. H. Withall*; *Geare, Son, & Pease*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

Winding-up Cases.

Re **COLUMBIAN GOLD MINES (LIM.)**—Vaughan Williams, J., 9th May.

Company—Winding up—Statement of Company's Affairs—Order to Submit—Non-compliance with Order—Contempt—Companies (Winding-up) Act, 1890 (53 & 54 Vict. c. 63), s. 7.

This was an application by the official receiver to commit the respondent for contempt for non-compliance with an order made to enforce the provisions of section 7 of the Companies (Winding-up) Act, 1890. Section 7 provides that when an order has been made for winding up a company there shall be made out and submitted to the official receiver a statement as to the affairs of the company, shewing the particulars of the assets, debts, and liabilities of the company, &c. The persons to submit the statement are the directors, secretary, chief officer, or persons being or having been directors or officers of the company, or having taken part in the formation of the company at any time within one year before the winding up order, as the official receiver, subject to the discretion of the court, may require. The section also enacts (sub-section 5) that "if any person, without reasonable excuse, makes default in complying with the requirements of this section, he shall be liable to a fine not exceeding ten pounds for every day during which the default continues." It appeared that the practice is—as there is a difficulty in enforcing the penal provision of the section—to apply to the registrar for an order if the statement is not submitted within the prescribed time, and in the event of the order being disobeyed to move to commit. It was stated that in the present case the respondent, who had been required in pursuance of the section to submit the statement, had taken no steps to do so until after the service of the motion to commit, though he had done so then, and it was also stated that the penalties could not be exacted without an application to the Queen's Bench Division for an information.

Vaughan Williams, J., said that a practice was springing up of official receivers, the moment they did not get a statement containing the information which was in their opinion necessary, treating an application to the registrar for an order as a matter of course, and an order being made thereupon without inquiry. He thought that practice was a bad one. He would not suggest that the official receiver was not entitled to get such an order as had been obtained in the present case, but the registrar must not in future make such orders unless he first satisfied himself that the person against whom the order was made had the materials for making the statement. It would be better in future that applications for such orders be made to the judge. No order would be made on the motion except that the applicant pay the costs, not to exceed £5.—Counsel, *Ingle Joyce*. Solicitors, *Solicitor to the Board of Trade*; *respondent in person*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

High Court—Queen's Bench Division.

SINGLETON v. **ROBERTS, STOCKS, & CO.**—19th April.

Service of Writ—Practice—Foreign Firm—Ord. 48A, r. 1.

Summons taken out on behalf of the defendants for an order that the issue and service of the writ in the action, which was to recover £383 for goods sold, should be set aside on the ground that the defendants were a foreign firm carrying on business at Buenos Ayres and not within the United Kingdom, and that they have no place of business or office there, and that the plaintiff had no right to sue the defendants in their firm name. The affidavit upon which the motion to set aside the writ was made set out that there were formerly three persons in the firm of Roberts, Stock, & Co., that one of these retired in 1893, leaving H. W. Roberts and A. L. Stocks as the partners in the firm, that these persons carried on business as general merchants at Buenos Ayres in the Argentine Republic, that upwards of four years ago the said Roberts emigrated to Buenos Ayres, where about two years ago he commenced business with the other two partners as Roberts, Stocks, & Co., and that, since the retirement of the third partner, he has continued in partnership with A. L. Stocks under the same firm name, that the said Roberts arrived in England on a visit in December, 1893, and left England for Buenos Ayres on the 28th of March, 1894, and that this visit was the only visit he had made to England since he emigrated, that on the 28th of March, 1894, as Roberts was on the landing-stage at Liverpool to embark for Buenos Ayres, the plaintiff personally served him with the writ in this action, which writ was marked as "not for service out of the jurisdiction," and was taken out against the defendants' firm in the firm name of Roberts, Stocks, & Co., that the firm of Roberts, Stocks, & Co., have not at any time carried on business in the United Kingdom and have not had any office or place of business therein, that the partners have not permanently resided in the United Kingdom for upwards of two years, and that they have only temporarily resided here when on a visit. In an affidavit made by the plaintiff in opposition to the motion he set out that he commenced to do business with the defendants in 1892, that the defendant Stocks was then in England and that, as the result of negotiations, he (the plaintiff) agreed to purchase goods for the defendants for shipment to them at Buenos Ayres, that by arrangement he was to charge the price of such goods to the defendants, and his commission was to be half the profits on the sales, that the defendant Stocks then accompanied him to different firms in Manchester where he chose various kinds and quantities of goods, and the plaintiff then ordered the same in his own name and paid for them and forwarded them to the defendants in Buenos Ayres; that in January, 1893, one of the partners came to England and suggested fresh terms with the defendants, and that while still in England such partner wrote a letter on behalf of the defendants' firm containing such fresh proposals, that this letter was written in Manchester, and that the plaintiff elected to continue the business with the defendants on the commission terms mentioned in such letter, that the plaintiff then accompanied this partner to various Manchester warehouses where he chose quantities of goods for which the plaintiff paid in due course and which he forwarded to the defendants at Buenos Ayres; that the plaintiff received various sums from the defendants on account, and that there is the balance owing which is now sued for;

that the defendants are natural born British subjects, and that all of them are in frequent communication with England and pay frequent visits here, that one or other partner is usually in England every six months, and that the greater part of this claim is in respect of goods purchased in Manchester by one or other of the partners while in England. Upon the above facts the contention for the plaintiff was that the defendants' firm carried on business within the jurisdiction and the writ was properly issued and could be served under ord. 48a, r. 1, which provides that "Any two or more persons claiming or being liable as co-partners and carrying on business within the jurisdiction may sue or be sued in the name of the respective firms, if any, of which such persons were co-partners at the time of the accruing of the cause of action." For the defendants it was contended that the defendants' firm was a foreign firm carrying on business outside the jurisdiction, that the writ was improperly issued against them and could not be served as a writ against a firm carrying on business within the jurisdiction. For the plaintiff it was contended that this was not an ordinary case of a foreign firm carrying on business abroad; that the defendants were British born subjects, retaining their domicile and trading between England and Buenos Ayres, and that they are in the position of an English firm buying goods in England and sending them out to be sold, and that, therefore, they were properly served under ord. 48a, r. 1: *Baillie* v. *Goodwin* (34 W. R. 787, 33 Ch. D. 604), *Grant* v. *Anderson* (1892, 1 Q. B. 108), *Russell* v. *Cambefort* (37 W. R. 701, 23 Q. B. D. 526).

THE COURT (CHARLES and BRUCE, JJ.) held that the question being whether the defendants' firm was a firm carrying on business within the jurisdiction within the meaning of the rule, it was clear from the affidavits that the defendants' firm did not carry on business within the jurisdiction and that the relation between the plaintiff and the defendants was rather that of principal and agent and nothing more, and that, that being so, there was no authority to issue the writ in the form in which it was issued or to serve under the rule, and that the issue and service of the writ be set aside with liberty to the plaintiff to amend by inserting the names of the individual partners of defendants' firm as defendants, and with liberty to issue the amended writ and serve the same at Buenos Ayres or elsewhere.—COUNSEL, *T. W. Chitty; J. E. Bankes.* SOLICITORS, *Pritchard, Englefield, & Co.*, for *Sampson & Price*, Manchester.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

Re **EVELYN**, *Ex parte* **GENERAL PUBLIC WORKS AND ASSETS CO.**—Q. B. Div., 1st May.

BANKRUPTCY—JURISDICTION—SALE BY MORTGAGEES, SUBJECT TO RIGHTS OF TRUSTEE, OF REVERSION MORTGAGED BY BANKRUPT AFTER RECEIVING ORDER.

This was an appeal against an order of his Honour Judge Selfe in the county court of Rochester whereby he granted a perpetual injunction restraining the appellants from selling the reversionary interest of the bankrupt under a will, of which interest the appellants were mortgagees. A receiving order was made against Evelyn, the debter, in 1890, and in May, 1893, not having yet obtained his discharge, he borrowed from the appellants a sum of about £500 to enable him to get rid of his bankruptcy, giving as security a charge on a reversionary interest to which he was entitled under a will. This interest consisted in the reversion to certain real property in the county of Durham, of the value of about £4,000 a year. Upon the 9th of January, 1894, the appellants put up the interest they had acquired under the mortgage from Evelyn for sale by auction, stating in No. 6 of the conditions of sale that Evelyn had been adjudicated bankrupt in 1890 with debts amounting to over £4,000 from which he was as yet undischarged, and that unless the trustee in the bankruptcy concurred in the sale it would be subject to his rights to the reversion. The trustee attended the sale and read a letter, stating that he did not concur, and the reversion was sold, subject to his rights, for about £500, the amount of Evelyn's debt to the appellants. Before the sale could be completed the trustee applied in the county court at Rochester for an injunction to restrain the appellants from selling this reversionary interest, which the county court judge granted. Upon appeal, counsel for the appellants contended that the county court judge had no jurisdiction to grant the injunction, on the ground that there had been no interference with the trustee in the administration of the estate, and no dealing with any of his property by the appellants. The bankrupt would have a right to deal as he pleased with any surplus that might be over from his property after his debts were paid. This chance of a surplus he had assigned by way of mortgage to the appellants, and they were now entitled to sell it. Perhaps it might be of small value, but that did not prevent their putting it up for sale for what it was worth, and they warned all intending purchasers that it was to be sold subject to the rights of the trustee. Whatever the appellants' chances under their mortgage might be worth, the judge had no jurisdiction to restrain them from realizing them for what they would fetch. They cited *Bromley* v. *Goodere* (1 Atk. 75), *Charman* v. *Charman* (14 Ves. 580), *Ex parte Archer* (2 G. & J. 110), *Ex parte Malacky* (1 M. D. & D. 353), and *Ex parte Sheffield, Re Austin* (27 W. R. 622, 10 Ch. D. 434). Counsel for the respondent contended that by their sale the appellants were interfering with the administration of the estate in such a way as to justify the granting of an injunction, that the notices of sale, apart from condition No. 6, made it appear as though the whole interest were up for sale, and thereby injured the trustee's chances of selling his rights in the reversion, should he at any future time wish so to do. The appellant's conduct amounted to a slander of title, and might, as such, be restrained by injunction without proof of actual damage. They further urged that the court had jurisdiction to interfere with the appellant's action, as being likely to involve the trustee in litigation. They cited *The Metropolitan Railway Co.* v. *Woodhouse* (13 W. R. 516, 34 L. J. Ch. 297), *Re Leadbitter* (27 W. R. 267, 10 Ch. D. 388), *Ex parte Sheffield, Re Austin*, and *Thomas* v. *Williams* (28 W. R. 983, 14 Ch. D. 864).

VAUGHAN WILLIAMS, J., allowed the appeal. His lordship said that he had, though with great reluctance, come to the conclusion that the order made by the county court judge was wrong, and that there was no jurisdiction to make it. Even supposing the reservations contained in the 6th condition of sale had not been inserted, there was no contractual relation between the trustee and the mortgagees from the bankrupt; and it was doubtful whether the trustee had any right to restrain this sale under the circumstances. There was no action pending between the parties, and it was doubtful whether there was any cause of action. But since the 6th condition had been inserted it was clear that the mortgagees did not purport to sell any property of the trustee, and it was manifest that no action could lie against them. Even if it could, the Bankruptcy Court was not the proper place in which to bring it. Further, there was no interference here with an officer of the court in the performance of his duties. If there had been, the court would have had the right to prevent it as in *Helmore* v. *Smith* (35 W. R. 157, 35 Ch. D. 449), but not in the way in which the trustee had asked in his motion in the present case. Interference by a person claiming under the bankrupt would specially demand the intervention of the court to prevent it, but in the present case there was no foundation on which the court could conclude that there had been any interference with the trustee in the performance of his duties.

KENNEDY, J., concurred. Appeal allowed with costs.—COUNSEL, *Herbert Reed*, Q.C., and *Muir Mackenzie; J. Lawson Walton*, Q.C., and *Stephen Lynch*. SOLICITORS, *G. & H. S. Brandon; Haddon Woodward.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

UNDERWOOD *v.* **LEWIS**—C. A. No. 1, 7th May.

SOLICITOR—RETAINER—RETAINER TO CONDUCT COMMON LAW ACTION—RIGHT OF SOLICITOR TO TERMINATE RETAINER—REASONABLE NOTICE—REASONABLE CAUSE.

The plaintiffs, who were solicitors, were retained by the defendant to act as his solicitors in defending three common law actions which had been brought against him. While the actions were proceeding, and before they were concluded, the plaintiffs gave the defendant notice (which was admitted to be a reasonable notice in point of time) that they would terminate the retainer, and thereupon they ceased to act for him in the conduct of the actions. The plaintiffs brought this action to recover their costs up to the date of their withdrawal from the conduct of the actions. The plaintiffs in their pleadings alleged that they had reasonable cause for abandoning the conduct of the actions. At the trial Grantham, J., ruled that a solicitor, upon giving reasonable notice to his client, might terminate the retainer, and sue for his costs up to that date, and declined to receive evidence as to whether the plaintiffs had reasonable cause for so doing upon the ground that it was irrelevant. He accordingly directed a verdict and judgment for the plaintiffs. The defendant moved for a new trial.

THE COURT (Lord ESHER, M.R., A. L. SMITH and DAVEY, L.JJ.) granted a new trial.

Lord ESHER, M.R., said that it was clear that where a client employed a solicitor to conduct an action it was an entire contract to carry on the action to its termination. That was an implication of law. In *Cresswell* v. *Byron* (14 Ves. 271) Lord Eldon said that the Court of Common Pleas, when he was there, held that an attorney, having quitted his client before trial, could not bring an action for his bill. If Lord Eldon meant that under no circumstances could the solicitor sue on his bill, that rule was modified subsequently. It was not necessary to go through all the authorities, but there were recognized exceptions to that rule. One exception was where the client refused to provide the solicitor with funds for immediate disbursements. But the courts had said that, where the solicitor was entitled to terminate the retainer, he must give reasonable notice to his client. It was said, however, that *Vansandau* v. *Browne* (9 Bing. 402), *Harris* v. *Osbourn* (2 C. & M. 629), and *Re Hall & Barker* (26 W. R. 501, 9 Ch. D. 538) shewed that reasonable notice alone was sufficient. But the judges in those cases merely said that the solicitor could not put an end to the retainer without reasonable notice; and in *Re Hall & Barker* Sir George Jessel, M.R., said that he would not apply the common law rule to a complicated suit in equity so as to compel the solicitor to wait until the conclusion of the suit to be paid his costs. In the present case there were three common law actions, not one of them finished when the plaintiffs terminated their retainer. Grantham, J., held that the plaintiffs could, without any cause whatever, put an end to the contract upon giving reasonable notice, and then sue for their bill of costs up to that time. There was no authority for such a proposition. The learned judge ought to have received evidence as to whether there was reasonable ground for terminating the retainer. There must, therefore, be a new trial.

A. L. SMITH, L.J., said that he would confine his judgment to the present case, which was the case of a retainer in a common law action. It was clear from the decisions that the contract of a solicitor was an entire contract, and it was his duty to go on to the end of the litigation in the action, and the solicitor could not without reasonable notice put an end to

the contract. That was laid down in *Vansandau* v. *Browne*, *Harris* v. *Osbourn*, *Whitehead* v. *Lord* (7 Ex. 691), and in *Re Romer & Haslam* (42 W. R. 51; 1893, 2 Q. B. 286), and it was not denied in *Re Hall & Barker* as applicable to a common law action. Therefore the obligation of a solicitor was, *primâ facie*, to carry on the action to its conclusion, and he could not sue upon his bill of costs until then. But the question now arose whether the solicitor could, without any reason whatever, terminate the retainer. In *Vansandau* v. *Browne* certain conditions were laid down as implied in the retainer. For instance, if the solicitor asked for funds to continue the action, and the client refused to supply them; or if the client did something dishonourable in the conduct of the action; and there might be many other circumstances under which the solicitor might decline to go on with the action and might sue for his costs up to that time. The question in this case was whether a solicitor, without rhyme or reason, could throw up the retainer on giving reasonable notice and sue for his costs. In *Harris* v. *Osbourn* and *Whitehead* v. *Lord* Parke, B., did not have his mind directed to the present point, and he only meant to say that a solicitor could not throw up his retainer at any rate without giving reasonable notice. The authorities were against the contention of the plaintiffs, and there must, therefore, be a new trial in this case, so that the evidence as to reasonable cause could be gone into.

DAVEY, L.J., concurred.—COUNSEL, *Lockwood*, Q.C., *Winch*, Q.C., and *Tindal Atkinson*; *Sir Henry James*, Q.C., *Jelf*, Q.C., and *J. E. Bankes*. SOLICITORS, *Underwood, Son, & Piper*; *Letts Brothers*.

[Reported by W. F. BARRY, Barrister-at-Law.]

LEGAL NEWS.

APPOINTMENTS.

The Right Hon. H. H. ASQUITH, Q.C., has been elected a Bencher of the Honourable Society of Lincoln's-inn in succession to the late Lord Bowen.

Mr. HENRY CUNYNGHAME, barrister, has been appointed Assistant Under-Secretary to the Home Department, in the place of Mr. Leigh Pemberton, whose term of office is about to expire.

Mr. H. T. NICHOLSON, solicitor, of 11, Lincoln's-inn-fields, London, has been appointed a Commissioner for Oaths.

Mr. THOMAS HOWARD DEIGHTON, solicitor, of the firm of Timbrell & Deighton, of 44, King William-street, London Bridge, has been appointed a Commissioner for Oaths. Mr. Deighton was admitted in July, 1887.

Mr. JOHN ALEXANDER OLLARD, solicitor, 2, Church-court, Clement's-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Ollard was admitted in December, 1878.

Mr. ALFRED PULESTON, solicitor, 13, Sherborne-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Puleston was admitted in December, 1887, after passing the Final Examination with honours.

Mr. CHARLES PERRY, solicitor, Wolverhampton, has been appointed a Commissioner for Oaths. Mr. Perry was admitted in January, 1888.

Mr. HERBERT SAMPSON PAYNE MAITLAND, solicitor, Sunderland, has been appointed a Commissioner for Oaths. Mr. Maitland was admitted in May, 1884.

Mr. HERMON BOWLE ORMONDE MAY, solicitor, 22, Charterhouse-square, E.C., has been appointed a Commissioner for Oaths. Mr. May was admitted in July, 1881.

Mr. THOMAS MADDISON, solicitor, Durham, has been appointed a Commissioner for Oaths. Mr. Maddison was admitted in Hilary Vacation, 1872.

Mr. CLEAVELAND JOHN PHILLIPS, solicitor, Kingston-on-Thames, has been appointed a Commissioner for Oaths. Mr. Phillips was admitted in July, 1887.

Mr. GEORGE WM. ROWE, solicitor, 28, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Rowe was admitted in March, 1877.

Mr. JOHN WM. ROSE, B.A. Camb., solicitor, 13, Delahay-street, Westminster, has been appointed a Commissioner for Oaths. Mr. Rose was admitted in March, 1888.

Mr. JOHN JAMES RAWSTHORN, solicitor, Preston, has been appointed a Commissioner for Oaths. Mr. Rawsthorn was admitted in November, 1887, after passing the Final Examination with honours.

Mr. PERCY CHARLES RAY, solicitor, 177, Great Portland-street, Portland-place, W., has been appointed a Commissioner for Oaths. Mr. Ray was admitted in January, 1888.

Mr. JOHN SHAVERS RICHARDSON, solicitor, Thirsk, has been appointed a Commissioner for Oaths. Mr. Richardson was admitted in March, 1883.

Mr. WALTER CHARLES WILLIAMS, solicitor, 244, Camberwell-road, S.E., has been appointed a Commissioner for Oaths. Mr. Williams was admitted in July, 1887.

Mr. SEPTIMUS RIGBY WEIGHTMAN, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Weightman was admitted in June, 1884. He is a notary public.

Mr. EDGAR HENRY WATSON, solicitor, Taunton, has been appointed a Commissioner for Oaths. Mr. Watson was admitted in December, 1884.

Mr. HUGH C. VINCENT, solicitor, Carnarvon, has been appointed a Commissioner for Oaths. Mr. Vincent was admitted in September, 1886.

Mr. EVELYN WADDINGTON, solicitor, Usk, has been appointed a Commissioner for Oaths. Mr. Waddington was admitted in July, 1885. He is clerk to the justices.

Mr. JONATHAN JAMES WASHINGTON, solicitor, 1, Trinity-square, Southwark, has been appointed a Commissioner for Oaths. Mr. Washington was admitted in February, 1885.

Mr. WILLIAM WILKINSON, solicitor, Bishop Auckland, has been appointed a Commissioner for Oaths. Mr. Wilkinson was admitted in January, 1888.

Mr. GEORGE ROBINSON, solicitor, Rochester, has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in December, 1887. He is clerk to the Stroud Parish Trustees, clerk and registrar to the Stroud Burial Board, clerk and solicitor to Snodland Burial Board, and deputy registrar.

Mr. RICHARD ALEXANDER ROTHERHAM, solicitor, Coventry, has been appointed a Commissioner for Oaths. Mr. Rotherham was admitted in March, 1888, after passing the Final Examination with honours.

Mr. THOS. ELLERSON RICKERBY, solicitor, Cheltenham, has been appointed a Commissioner for Oaths. Mr. Rickerby was admitted in August, 1887.

Mr. GEORGE HUBBALL SPILSBURY, B.A., solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Spilsbury was admitted in April, 1887.

Mr. GILBERT ELLIS SAMUEL, solicitor, 16, Great Winchester-street, E.C., has been appointed a Commissioner for Oaths. Mr. Samuel was admitted in November, 1882.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

FRANK TATTON and WELLESLEY THOMAS HAMMOND, Old Jewry-chambers, solicitors. Tatton & Hammond. May 5. [*Gazette*, May 11.

GENERAL.

Sir Peter Edlin was absent from the London Sessions at Newington this week, having been confined to his bed since Friday week with a severe cold.

According to the latest reports on Thursday, Lord Coleridge was gradually recovering from his recent severe illness.

The *London Gazette* of the 11th inst. contains the formal announcement that the Queen has appointed Sir Charles Russell to be a Lord of Appeal in Ordinary, and has granted to him the dignity of Baron for life, by the style and title of Baron Russell of Killowen, in the county of Down.

Although in common parlance, says the *Albany Law Journal*, it is generally understood that beer is intoxicating, nevertheless the Supreme Court of South Dakota [*State* v. *Sioux Falls Brewing Co.* (March 3; Fuller, J.), 58 N. W. Rep. 1], have held that this must be shewn by evidence, the weight and sufficiency of which is for the court or jury, as the case may be, and that a court will not take judicial notice that beer is a malt or intoxicating liquor, in the absence of a statute declaring that it shall be so deemed.

In arguing a point before a judge of the Superior Court, says the *Albany Law Journal*, Colonel Folk, of the mountain circuit in North Carolina, laid down a very doubtful proposition of law. The judge looked at him for a moment, and queried: "Colonel Folk, do you think that is law?" The colonel gracefully bowed, and replied: "Candour compels me to say that I do not, but I did not know how it would strike your honour." The judge deliberated a few moments, and gravely said: "That may not be contempt of court, but it is a close shave."

The following are the dates fixed by the judges (Collins and Bruce, JJ.) for holding the ensuing spring assizes on the Northern Circuit—viz., Appleby, Thursday, June 28; Carlisle, Saturday, June 30 (civil business being taken on July 3); Lancaster, Thursday, July 8; Manchester, Monday, July 9; Liverpool, Wednesday, July 25. Civil and criminal business will be taken at all these places. Mr. Justice Collins will proceed on the circuit alone until Manchester is reached, when he will be joined by Mr. Justice Bruce.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, May 21	Mr. Lavie	Mr. Beal	Mr. Pemberton
Tuesday 22	Carrington	Pugh	Ward
Wednesday 23	Lavie	Beal	Pemberton
Thursday 24	Carrington	Pugh	Ward
Friday 25	Lavie	Beal	Pemberton
Saturday 26	Carrington	Pugh	Ward
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, May 21	Mr. Clowes	Mr. Leach	Mr. Farmer
Tuesday 22	Jackson	Godfrey	Rolt
Wednesday 23	Clowes	Leach	Farmer
Thursday 24	Jackson	Godfrey	Rolt
Friday 25	Clowes	Leach	Farmer
Saturday 26	Jackson	Godfrey	Rolt

CIRCUITS OF THE JUDGES.

The Lord Chief Justice of England and Mr. Justice Mathew will remain in town during the whole of the Circuits; the other Judges till their respective Commission Days.

Notice.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1894.	Commission Days.	Midland. Pollock, B. Wills, J.	Oxford. Hawkins, J. Charles, J.	N. Eastern. Cave, J. Grantham, J.	S. Eastern. Day, J.	N. Wales, Chester, and Glamorgan. Vaughan Williams, J.	S. Wales and Chester. Kennedy, J.	Western. Lawrance, J. Wright, J.	Home. Wright, J.	Northern. Collins, J. Bruce, J.
	Tuesday, May 29		Dates not yet fixed.	Dates not yet fixed.	Huntingdon	Newtown		Salisbury	Maidstone	
	Thursday, „ 31				Cambridge	Dolgelly	Haverfordwest	Dorchester	Friday June 1	
	Friday, June 1					Carnarvon	Lampeter			
	Saturday „ 2				B. S. Edmunds					
	Monday „ 4				Wednesday 6	Beaumaris	Carmarthen	Wells		
	Tuesday „ 5							Friday 8		
	Wednesday „ 6									
	Thursday „ 7				Norwich	Ruthin	Brecon	Bodmin	Guildford	
	Saturday „ 9				Tuesday 12		Presteign		Tuesday 12	
	Monday „ 11					Mold	Chester 2			
	Tuesday „ 12							Exeter 2		
	Wednesday „ 13									
	Friday „ 15									
	Saturday „ 16	Aylesbury			Chelmsford					
	Monday „ 18				Wednesday 20		Swansea 2		Winchester 2	
	Wednesday „ 20	Bedford								
	Friday „ 22							Bristol 2		
	Saturday „ 23	Northampton			Hertford					
	Wednesday „ 27				Lewes					
	Thursday „ 28	Leicester			Saturday 30					
	Friday „ 29									Appleby
	Saturday „ 30									
	Wed., July 4	Oakham and Lincoln								Carlisle
	Thursday „ 5				(End)	(End)		(End)		Tuesday 3
	Friday „ 6									Lancaster
	Monday „ 9									Manchester 2
	Tuesday „ 10	Derby								
	Wednesday „ 11									
	Friday „ 13									
	Saturday „ 14	Nottingham 2								
	Tuesday „ 17									
	Friday „ 20									
	Saturday „ 21									
	Monday „ 23	Warwick								Liverpool 2
	Wednesday „ 25									
	Saturday „ 28	Birmingham 2								(End)
	Saturday, Aug. 11	(End)								

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

Masters in Chambers for Trinity Sittings, 1894.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonnell; Tuesdays, Thursdays, and Saturdays, Master Walton.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

Trinity Sittings, 1894.

A to F—All applications by summons or otherwise in actions assigned to Master Johnson are to be made returnable before him in his own room, No. 110, at 11 30 a.m., on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Butler are to be made returnable before him in his own room, No. 112, at 11.30 a.m., on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays until the 30th of June, after which day they are to be made returnable before the Master in this division.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. By Order of the Masters.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Barrs.—May 11, at Humberstone, Nightingale-lane, S.W., the wife of H. H. Hood Barrs, LL.B., L.C.C., solicitor, of a daughter.

Burgess.—May 11, at 22, Carlyle-square, S.W., the wife of Gerald P. B. Burgess, solicitor, of a son.

Durrant.—May 4, at Brackley House, Bath, the wife of Wells Durrant, barrister-at-law, of a son.

Poley.—May 10, at 2, Lynton Villas, Kingston-hill, the wife of Arthur P. Poley, barrister-at-law, of a son.

MARRIAGE.

Gray—Thorne.—May 15, at H.B.M. Vice-Consulate, Venice, George G. Gray, LL.D., J.P., F.R.G.S., F.L.S., &c., of Hastings, and of the Middle Temple, barrister-at-law, to Marrion Thorne, of Melrose, St. Leonards-on-Sea.

WINDING UP NOTICES.

London Gazette.—Friday, May 11.

JOINT STOCK COMPANIES.

Limited in Chancery.

Commercial Stock and Share Corporation, Limited—Petn for winding up, presented May 4, directed to be heard on May 23. Riddell & Co, 9, John st, Bedford row, agents for Cousins, Cardiff, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 22

George Forrest & Son, Limited—Petn for winding up, presented May 7, directed to be heard on May 23. Selim, 21, Mincing lane, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 22

International Commercial Co, Limited—Petn for winding up, presented May 8, directed to be heard on May 23. Davis, 11, Lincoln's inn fields, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 17

John Cubitt Gostling & Co, Limited—Petn for winding up, presented May 7, directed to be heard on May 23. Boyce & Son, 8, George st, Hanover sq, agents for Ridley & Chancellor, Dartford, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 22

Mexican Association, Limited—Creditors are required, on or before June 22, to send their names and addresses, and particulars of their debts or claims, to William Freeman Jack, Suffolk House, Laurence Pountney hill. Smith, Nicholas lane, solor for liquidators

Pickup's Commercial Hotel Co, Limited—Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims, to John Duckworth, Haslingden, Lancs. Woodcock & Sons, solors for liquidators

R. F. Hall Manufacturing Co, Limited—Creditors are required, on or before June 18, to send their names and addresses, and particulars of their debts and claims, to Charles Andrew Palmer, 52, Pope st, Birmingham. Smith & Co, Birmingham, solors for liquidator

T. Taylor & Co, Limited—Creditors are required, on or before June 25, to send their names and addresses, and particulars of their debts or claims, to Thomas Crummack Travis, 39, Royal Exchange, Manchester

London Gazette.—Tuesday, May 15.

JOINT STOCK COMPANIES.

Limited in Chancery.

Automatics Syndicate, Limited—Creditors are required, on or before June 23, to send their names and addresses, and particulars of their debts or claims, to Edwin Hayes, 107, Cannon st

Bristol Empire Palace of Varieties Co, Limited—Petn for winding up, presented May 10, directed to be heard on May 23. Meredith & Co, 8, New sq, agents for Sibly & Dickinson, Bristol, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 22

Brodie, Melville, & Co, Limited—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to Wilfred Clarke Hughes, 12, Fenchurch st. Pearce & Rowse, Liverpool st, solors for liquidator

Commercial Stock and Share Corporation, Limited—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts or claims, to John Sadler Wood, 80, Coleman st. Burgoyne Waits & Co, 77, Gresham st, Guildhall, solors for liquidator

Jones Brothers, Walsall, Limited—Creditors are required, on or before May 30, to send their names and addresses, and particulars of their debts or claims, to George Jones, Bloxwich Hall, Bloxwich. Underhill & Thorneycroft, solors for liquidator

London Joint Stock Trust, Limited—Creditors are required, on or before June 23, to send their names and addresses, and particulars of their debts or claims, to Henry Newson-Smith, 37, Walbrook

Malton Biscuit Co, Limited—Creditors are required, on or before June 23, to send their names and addresses, and particulars of their debts or claims, to Richardson & Ridge, Malton, solors for liquidators

Marchant, Young, & Co, Limited—Petn for winding up, presented May 10, directed to be heard on May 23. Chester & Co, 36, Bedford row, agents for Gibson, Ashton under Lyne, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of May 22

Sale Hotel and Botanical Gardens Co, Limited—Petn for winding up will be heard on Wednesday, May 23, at the Royal Courts. William A. Gibb, 3, King's Bench walk, Temple, agent for Dunderdale, Manchester, solor for petners. Notice of appearing must reach William A. Gibb not later than six o'clock in the afternoon of May 22

Tyrian Construction Co, Limited—Petn for winding up, presented May 11, directed to be heard on Wednesday, May 23. T. W. & T. B. Nelson, 6, Laurence Pountney lane, solors for petner. Notice of appearing must reach the abovenamed not later than six o'clock in the afternoon of May 22

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 4.

STEPHENSON, HUGH, Walbottle Dene House, Northumberland, Farmer May 31 Miller v Sample, Kekewich, J Sample, Newcastle on Tyne

London Gazette.—TUESDAY, May 8.

CHARLTON, WILLIAM OSWALD, Brighton, Esq June 6 Gibson v Taylor, North, J Gibson, Hexham

HARGREAVES, JAMES, Manchester, Tobacconist June 5 Epplestone v Hargreaves, Registrar, Manchester Craven, Manchester

LEWINS, MARGARET, Ryhope Village, Durham May 30 Longden v Hartiss, Registrar, Durham Moore & Co, Sunderland

WATHEN, JOSIAH ILES, Wallington, Surrey, Esq. June 15 Williams v Thompson, Stirling, J Rivington, Fenchurch bldgs

London Gazette.—FRIDAY, May 11.

FORREST, GEORGE EDWARD, Great New st, Fetter lane, Engineer June 16 Kenyon v Forrest, Kekewich, J Edell & Gordon, King st, Cheapside

London Gazette.—TUESDAY, May 15.

MORTON, WILLIAM THOMAS, Maida hill, Furrier June 5 Lotheim & Co v Morton, Stirling, J Hutchinson, Lincoln's inn fields

ROBINSON, WILLIAM, Rumworth, Bolton, Provision Dealer June 15 Robinson v Robinson, Registrar, Manchester Russell, Bolton

STANSFELD, HENRY WILLIAM, Flockton, nr Wakefield, Colliery Proprietor June 12 Barrow v Stansfeld, Stirling, J Gray, New sq, Lincoln's inn

STEER, JOHN WOTTON, Newton Abbot, Devon, Builder June 7 Steer v Dobell, Chitty, J Hacker, Newton Abbot

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 4.

ABRAHAM, JOSEPH, Lincoln, Builder May 31 Andrew & Trotter, Lincoln

AINSCOW, MARIA, Openshaw May 25 Marriott & Co, Manchester

ALGAR, ELIZABETH ANN, Hastings June 30 Gowing & Co, Finsbury pavement

ALLEN, GEORGE, Handsworth, Gent June 1 Mitchell & Willmot, Birmingham

BARTLETT, FRANCIS, Beckenham July 7 Woolley, Great Winchester st

BELLAMY, WILLIAM, Bradford, Innkeeper June 2 Freeman, Bradford

BOOTH, GEORGE BOYER, Hyde July 25 Hibbert & Westbrook, Hyde

BRANCH, LYDIA, Boscobel gardens June 16 Price, Walbrook

BURNHAM, WILLIAM, Birmingham, Gent May 31 Mogford, Birmingham

BYERLEY, CAROLINE, Landport June 20 Glanville, Portsea

CHAPMAN, WILLIAM, Seaford, Collector June 25 Bedford, Newhaven

CHRISTOPHERS, HARRIET CROWCH, W Kensington June 2 Norris & Son, Gray's inn pl

CLEMENTS, THOMAS WELLINGS, Birmingham, Stamper May 14 Mitchell & Willmot, Birmingham

COLES, GEORGE, Upper Holloway, Confectioner April 20 Wells & Son, Paternoster row

DODDS, BENJAMIN, Brighton, Gent June 14 Pedley & Co, Bush lane

GODMAN, EDMUND TEMPLE, Moreton in Marsh, Esq June 11 Peacock & Goddard, South square

GOOD, FRANCES, Gt Grimsby, Widow June 5 Wilkin, Gt Grimsby

GREGORY, ELIZABETH, St Helens, Widow June 16 Lomax, St Helens

HALL, FREDERICK, Notting Hill June 12 Preston & Co, Lincoln's inn fields

HARDY, CHARLES, Gittisham, Land Agent June 15 Sparke & Blake, Crewkerne

HINNELL, THOMAS CHARLES, Bury St Edmunds, Chemist June 1 Sparke & Sons, Bury St Edmunds

HILL, THOMAS, Drayton gdns June 11 Skewes-Cox & Co, Lancaster pl

HOWARD, RUFUS HAMILTON, Rangoon, Ship's Captain July 31 Brabant, Gray's inn sq

HUGHES, JOSIAH, Bangor, Ironmonger May 30 Owen & Griffith, Bangor

HUSSEY, THOMAS, Highcliffe, Devon, Esq June 1 Buckingham & Co, Exeter

JONES, ELIZA, Bournemouth June 6 Charsley, Beaconsfield

KELLY, PHILIP DALRYMPLE, Gt James st June 18 Hargrave, Gt James st

KING, CHARLES PATRICK, Rev, Mersham, Clerk in Holy Orders May 31 Blount & Co, Strand

LANDEN, WILLIAM, Moulton, Publican May 30 Calthrop & Bonner, Spalding

LAWRENCE, WILLIAM GEORGE, Totterdown, Marine Engineer June 9 Trapnell, Bristol

LIDDIARD, JOSEPH, South Norwood May 25 Sandom & Co, Gracechurch st

LINAY, CARTER, Leamington Priors, Gent June 24 Coulton & Son, King's Lynn

LOMAX, MAJOR JAMES, Highgate May 25 Damant, Stroud Green

LOVETT, RICHARD MILES, Bath, Licensed Victualler June 10 Payne & Fuller, Bath

MANSELL, HARRIETT ELIZABETH June 15 Booty & Bayliffe, Raymond's bldgs

MARSHALL, HARRIET ALICIA, Plymouth June 30 Rooker & Co, Plymouth

MATHER, THOMAS, Croft, Lancaster, Farmer June 15 R & F H Taylor, Bolton

MAYOR, JOSEPH, Leicester, Clerk in Holy Orders June 8 J. & S. Harris, Leicester

MCALLISTER, MARGARET, Harrington, Widow June 9 Jackson, Workington

NEALE, ANN, Bristol, Widow June 6 Neale, Abchurch lane

OLDHAM, GEORGE, Hyde, Butcher July 25 Hibbert & Westbrook, Hyde

POOLE, WILLIAM THEARSBY, Carnarvon, J.P. June 15 Littledale & Lefroy, 7, King's Bench walk

RANDALL, ALFRED, Clapham rd, Gentleman June 14 Chapple & Co, Carter lane

REEVE, THOMAS, Owston, Grazier June 2 Oldham & Marsh, Melton Mowbray

ROSS, MARY LOUISA, Southampton, Spinster June 14 Goater & Blatch, Southampton

SANDER, HORACE, St George's in the East, Ironmonger June 7 Harman & Co, Cheapside

SANDWICH, COUNTESS OF, Charles st, Widow June 6 Watkins & Co, Sackville st

SEELEY, GEORGE, Clapham, Cab Proprietor June 4 Bulcraig, Clapham

SHAW, JANE ELIZABETH, Huddersfield, Widow June 9 Learoyd & Co, Huddersfield

SLOCOMBE, ELIZA HARRIETTE, Reading June 9 Cooke & Co, Wokingham

SMITH, GEORGE, St George's in the East, Greengrocer June 9 Bradshaw, Poplar

SPARKS, WILLIAM BLENCOWE, Misterton, Solicitor June 15 Sparks & Blake, Crewkerne

STEPHENSON, CHARLES JOHN, Throckley House, Coal Owner May 31 Sample, Newcastle on Tyne

STORY, JAMES, Bryanston sq June 16 Morgan & Co, Old Broad st

TOMSON, WILLIAM, Mile End, Clothier June 11 Pakeman, Bucklersbury

VANDELEUR, MARY HENRIETTA FLORENCE, Hyde Park June 1 Leach, Lancaster pl

WARDEN, CATHERINE, Shanklin June 6 Yarde & Loader, Raymond bldgs

WESTBROOK, RUTH, Huddersfield June 1 Bottomley, Huddersfield

WILD, THOMAS, Castle Bromwich, Licensed Victualler May 27 Fitter, Birmingham

WILKINSON, GEORGE WILLIAM, Stony Stratford, Farmer May 31 Parrott, Stony Stratford

WILSON, EDWIN, Tadcaster, Brewer June 15 North & Sons, Leeds

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 11.

RECEIVING ORDERS.

ALLEN, ISAAC, Nottingham Nottingham Pet May 9 Ord May 9

BADMINTON, GEORGE SAMUEL, Bushey, Bootmaker St Albans Pet May 7 Ord May 7

BALDREY, HENRY CHARLES, Cambridge, Baker Cambridge Pet May 8 Ord May 8

BATSON, STANLAKE H, Westminster, Gent High Court Pet Oct 4 Ord May 8

BEALEY, JOHN CRABB, St Thomas the Apostle, Devon, Builder Exeter Pet May 9 Ord May 9

BINNS, ABRAHAM, Clayton, Yorks, Farmer Bradford Pet May 7 Ord May 7

BLUNT, EDWARD JAMES, Torquay, Coal Dealer Exeter Pet May 9 Ord May 9

BONHAM, JOSEPH, Coventry, Watch Manufacturer Coventry Pet May 9 Ord May 9

CHAFFELL, SIDNEY, SMITH HUTCHINSON, and THOMAS HUTCHINSON, Ossett, Rag Merchants Dewsbury Pet May 5 Ord May 5

COLEMAN, T R, Covent Garden, Hotel Proprietor High Court Pet April 13 Ord May 8

COON, THOMAS, St Austell, Clay Labourer Truro Pet May 7 Ord May 7

DARBY, JOHN, Chelmsford, Florist Chelmsford Pet May 4 Ord May 4

DAVIES, JOHN HENRY, Cardiff, Tailor Cardiff Pet May 8 Ord May 8

DENNIS, EDWIN ERNEST, Hopton, Suffolk, Estate Agent Norwich Pet May 7 Ord May 7

DURRAN, ELIZA ELIZABETH, Nottingham, Shopkeeper Nottingham Pet May 8 Ord May 8

EDGOOSE, STANTON, West Walton, Publican King's Lynn Pet May 7 Ord May 7

GAMMON, HENRY, Swansea, Boot Maker Swansea Pet May 8 Ord May 8

GARDINER, WILLIAM NORMAN, Norwich Norwich Pet May 9 Ord May 9

GARRATT, WILLIAM, Leicester, Hosiery Hand Leicester Pet May 7 Ord May 8

GUY, FREDERICK CHARLES, JAMES GUY, and WALTER GEORGE GUY, Brades Village, Staffs, Stock Brokers W Bromwich Pet May 5 Ord May 5

HAMBROUGH, DUDLEY ALBERT, Bexhill on Sea, Gentleman Hastings Pet April 24 Ord May 8

JONES, JONATHAN, Hereford, Watchmaker Hereford Pet May 8 Ord May 8

KEATING, WILLIAM, Finsbury Park, Stationer High Court Pet May 9 Ord May 9

KENNEDY, LOUIS B, Chelsea High Court Pet March 28 Ord May 9

KLINE, LOUIS, Leeds, Tailor Leeds Pet May 7 Ord May 7

LAKE, WALTER, Thatcham, Draper Newbury Pet April 28 Ord May 4

LEWIN, DAVID, Coventry, Stationer Coventry Pet May 9 Ord May 9

LIVERS, WILLIAM, St Osyth, Essex, Farmer Colchester Pet May 9 Ord May 9

MARSHALL, JAMES, Wollaston Stourbridge Pet May 7 Ord May 7

MELLER, MARY ANNE, Droitwich, Saddler Worcester Pet May 9 Ord May 9

NETTLETON, WILLIAM HENRY, Leeds, Commercial Traveller Leeds Pet May 7 Ord May 7

NEWMAN, RICHARD, Wordsley Stourbridge Pet May 4 Ord May 4

NIELD, THOMAS, Mossley, Lancs, Coach Proprietor Ashton under Lyne Pet May 8 Ord May 8

NOBLE, ROBERT, Crosby on Eden, Innkeeper Carlisle Pet May 9 Ord May 9

PAYNE, DAVID, Leicester, Licensed Victualler Leicester Pet April 28 Ord May 3

RASTALL, WILLIAM, Kingston upon Hull, Corn Factor Kingston upon Hull Pet May 5 Ord May 5

RICHARDS, THOMAS STEWARD, Smethwick, Painter West Bromwich Pet May 8 Ord May 8

ROBBINS, WILLIAM, Chilthorne Domer, Innkeeper Yeovil Pet May 8 Ord May 8

SANDERS, ARTHUR, Beeston, Bookbinder Nottingham Pet May 9 Ord May 9

SANDERS, SAMUEL, Oldham, Watchmaker Oldham Pet May 8 Ord May 8

SCOTT, EDMUND, Bristol, Japanner Bristol Pet May 7 Ord May 7

SMITH, HUGH THOMAS, WILLIAM HENRY SMITH, and JOHN HENRY KELLETT, Bradford, Engineers Bradford Pet May 8 Ord May 8

STROUD, CHARLES, Cheltenham Cheltenham Pet May 5 Ord May 5

SWANNELL, CHARLES, Enfield, Hay Dealer Edmonton Pet April 17 Ord May 8

THOMAS, DAVID, Swansea, Builder Swansea Pet May 9 Ord May 9

THOMAS, JOHN, Haverfordwest, Saddler Pembroke Dock Pet May 8 Ord May 8

VICKERY, GEORGE LEIGH, Hoxton, Draper High Court Pet May 1 Ord May 5

WALMSLEY, CLEMENTINA, Derby, Greengrocer Derby Pet May 9 Ord May 9

WAY, CHARLES URIAH, Kinson, Dorset, Blacksmith Poole Pet May 4 Ord May 8

WHITELEY, BENJAMIN RICHARD, Oldham, Joiner Oldham Pet May 9 Ord May 9

WILSON, ROBINSON, Kingston upon Hull, Coal Merchant Kingston upon Hull Pet May 7 Ord May 7

The following amended notice is substituted for that published in the London Gazette of April 24:—

WEALL, SYDNEY FRANK, South sq, Solicitor High Court Pet Feb 16 Ord April 19

FIRST MEETINGS.

ALLAN, ELIZABETH, Gosforth, Baker May 21 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

BALDREY, HENRY CHARLES, Cambridge, Baker May 22 at 12 Off Rec, 5, Petty Cury, Cambridge

BIGG, ROBERT, Reading, Outfitter May 18 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

BULLEN, RALPH, Oxford, Lodging house Keeper May 21 at 12 Off Rec, 1, St Aldate's, Oxford

CHARLES, ERNEST DEGGE, Stourport, Ironmonger May 18 at 12 Lion Hotel, Kidderminster

COON, THOMAS, St Dennis, Cornwall, Clay Labourer Truro May 19 at 12 30 Off Rec, Boscawen st, Truro

CRAWFORD, EDWARD, Kidlington, General Dealer May 18 at 12 Off Rec, 1, St Aldate's, Oxford

CROSS, FREDERICK, Poole, Accountant May 18 at 12 Grand Hotel, Bournemouth

EVANS, HENRY DAVID, and WILLIAM CORDON, Sheffield, Painters May 18 at 2.30 Off Rec, Figtree lane, Sheffield

FLETCHER, JOSEPH, Leeds, Cloth Manufacturer May 22 at 3 Off Rec, 22, Park row, Leeds

GARRATT, WILLIAM, Leicester, Hosiery Hand May 18 at 12.30 Off Rec, 1, Berridge st, Leicester

GASKELL & SON, JAMES, Liverpool, Cotton Brokers May 23 at 12 Off Rec, 35, Victoria st, Liverpool

GOSS, HENRY CHARLES, Chiswick May 22 at 12 Bankruptcy bldgs, Carey st

GRAY, SARAH, Grantham, Widow May 19 at 12 Off Rec, St Peter's Church walk, Nottingham

GREEN, DANIEL, St Helen's, Grocer May 22 at 12 Off Rec, 35, Victoria st, Liverpool

GRIFFITHS, NEHEMIAH, Cefnllys, Radnor, Farmer May 21 at 1 Off Rec, Llandrindod
HANCOCK, ERNEST, Sheffield, Builder May 18 at 3 Off Rec, Figtree lane, Sheffield
HARDY, WILLIAM, Blackwood, Mon, Builder May 21 at 12 Off Rec, Merthyr Tydfil
HOGAN, ALFRED JAMES, Brixton, Auctioneer May 22 at 2.30 Bankruptcy bldgs, Carey st
HOLKES, THOMAS HENRY, Bootle, Lancashire, Cowkeeper May 23 at 3 Off Rec, 35, Victoria st, Liverpool
HOODLESS, JOSEPH BENJAMIN, East Stockwith, Blacksmith May 24 at 3 Off Rec, 31, Silver st, Lincoln
HORROX, WILLIAM, Levenshulme, Architect May 24 at 3.30 Ogden's chmbrs, Bridge st, Manchester
HUBBARD, GEORGE, and ROBERT HENRY TRIMNELL, Dartford, Carriage Builders May 28 at 11.30 Off Rec, Rochester
JAMIESON, ROBERT, Elm pk grdns, Company Promoter May 23 at 2.30 Bankruptcy bldgs, Carey st
JONES, HUGH, Llangwyfan, Anglesea, Farmer May 18 at 12 Railway Hotel, Bangor
JONES, JOHN, Blaenrhondda, Collier May 22 at 3 Off Rec, Merthyr Tydfil
KEMP, WILLIAM, Spital sq, Silk Manufacturer May 22 at 12 Bankruptcy bldgs, Carey st
KERRY, EBENEZER EDWARD, Stoke Newington, Tailor May 19 at 11 Off Rec, 95, Temple chmbrs, Temple avenue
LAKE, WALTER, Thatcham, Draper May 18 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
LASHBROOKE, JOHN RENCE, Islington, Licensed Victualler May 23 at 11 Bankruptcy bldgs, Carey st
LEVY, ABRAHAM, Houndsditch, Clothier May 21 at 12 Banruptcy bldgs, Carey st
MARSHALL, WILLIAM, Huddersfield, Saddler May 22 at 11 Off Rec, 6, Queen st, Huddersfield
MAYNARD, THOMAS, Kidderminster, Cooper April 18 at 12.45 A S Thursfield, Solicitor, Kidderminster
MICHAEL, JOHN, Cwmtillery, Mon, Grocer May 18 at 12 Off Rec, Merthyr Tydvil
MOGFORD, EDWARD, Charlton, Kent, Tailor May 21 at 11.30 24, Railway app, London Bridge
MORGAN, PRICE, Dinas, Glam, Grocer May 24 at 12 Off Rec, Merthyr Tydfil
NERUDA, L NORMAN, Asolo Veneto, Italy, Stock Dealer May 21 at 2.30 Bankruptcy bldgs, Carey st
PAYNE, DAVID, Leicester, Restaurant Keeper May 21 at 12.30 Off Rec, 1, Berridge st, Leicester
PEARSON, FREDERICK WILLIAM, Leeds, Carpenter May 21 at 11 Off Rec, 22, Park row, Leeds
PRATT, HENRY, Ystrad Rhondda, Glam, Butcher May 22 at 12 Off Rec, Merthyr Tydfil
ROBERTS, JOSEPH, Draycott in the Clay, Photographer May 23 at 11.30 Midland Hotel, Station st, Burton on Trent
SHELE, JAMES, Weston super Mare, Sawyer May 18 at 11 Bristol Arms Hotel, High st, Bridgwater
SUMNER, JOHN, Bickley, Cheshire, Farmer May 25 at 12 Royal Hotel, Crewe
WEST, GEORGE, Merthyr Tydfil, Painter May 23 at 12 Off Rec, Merthyr Tydfil
WOHLGEMUTH, JOHN, Gravesend, Licensed Victualler May 25 at 11 Off Rec, 73, Castle st, Canterbury
WYMAN, EDWARD FRANCK, Orpington, Builder May 18 at 12.30 24, Railway app, London bridge
YARDLEY, JOHN EDWARD, Huddersfield, Draper May 22 at 3 Off Rec, 6, Queen st, Huddersfield

ADJUDICATIONS.

ALLEN, ISAAC, Nottingham, Lace Machine Holder Nottingham Pet May 9 Ord May 9
BALDREY, HENRY CHARLES, Cambridge, Baker Cambridge Pet May 8 Ord May 8
BEALEY, JOHN CRABB, St Thomas the Apostle, Devon, Builder Exeter Pet May 9 Ord May 9
BINNS, ABRAHAM, Clayton, Yorks, Farmer Bradford Pet May 5 Ord May 7
BLUNT, EDWARD JAMES, Torquay, Coal Dealer Exeter Pet May 9 Ord May 9
BRAUND, ERNEST, Birmingham, Grocer Birmingham Pet March 21 Ord May 9
BROOKS, HENRY CHARLES, North Finchley, Coal Merchant Barnet Pet May 2 Ord May 5
BROWN, ISAAC, Derby, House Furnisher Derby Pet March 29 Ord May 9
CHAPPELL, SIDNEY, SMITH HUTCHINSON, and THOMAS HUTCHINSON, Ossett, Rag Merchants Dewsbury Pet May 5 Ord May 5
COHEN, SYDNEY, St Leonard's on Sea, Auctioneer Hastings Pet May 3 Ord May 9
COFFEY, CHARLES EDWARD, Lowestoft, Major Gt Yarmouth Pet April 7 Ord May 8
COON, THOMAS, St Dennis, Cornwall, Clay Labourer Truro Pet May 7 Ord May 7
CRAIG, JOHN, and HILARY MARLBOROUGH PETERSON, Middlesborough, Ship Managers Stockton on Tees Pet April 11 Ord May 5
DAYSON, HENRY JAMES, Longton, Grocer Stoke upon Trent Pet April 27 Ord May 7
DENNIS, EDWIN ERNEST, Hopton, Suffolk, Estate Agent Norwich Pet May 7 Ord May 7
DURRAN, ELIZA ELIZABETH, Nottingham, Shopkeeper Nottingham Pet May 8 Ord May 8
EGGOOSE, STANTON, West Walton, Publican King's Lynn Pet May 7 Ord May 7
FOSTER, SAMUEL, Birmingham, Baker Birmingham Pet April 26 Ord May 8
GAMMON, HENRY, Swansea, Boot Maker Swansea Pet May 8 Ord May 8
GARRATT, WILLIAM, Leicester, Hosiery Hand Leicester Pet May 7 Ord May 8
GARDINER, WILLIAM NORMAN, Norwich Norwich Pet May 9 Ord May 9
GOLDBERG, PHILIP, Whitechapel, Leather Merchant High Court Pet March 31 Ord May 7
GOODMAN, ALFRED, Ware, Draper Hertford Pet April 12 Ord April 24
GRIFFITHS, NEHEMIAH, Cefnllys, Radnor, Farmer Newtown Pet May 5 Ord May 7
GUY, FREDERICK CHARLES, JAMES GUY, and WALTER GEORGE GUY, Brades Village, Staffs, Stock Brokers West Bromwich Pet May 5 Ord May 7
HAWARD, FANNY HARRIETT, Cawston, Norfolk, Grocer Norwich Pet May 3 Ord May 9
HOLLAND, JOSEPH, Poplar, Builder High Court Pet April 14 Ord May 7
JONES, JONATHAN, Hereford, Watchmaker Hereford Pet May 8 Ord May 8
KLINE, LOUIS, Leeds, Tailor Leeds Pet May 7 Ord May 7
LEE, JAMES, Staines, Stationer Kingston, Surrey Pet April 28 Ord May 8
LEWIN, DAVID, Coventry, Stationer Coventry Pet May 9 Ord May 9
MARSHALL, JAMES, Wollaston, Glass Merchant Stourbridge Pet May 7 Ord May 7
MEADOWS, FRANK LESTON, W Norwood, Secretary High Court Pet Mar 22 Ord May 8
MELLER, MARY ANNE, Droitwich, Saddler Worcester Pet May 9 Ord May 9
MURDY, THOMAS, Nottingham, Plasterer Nottingham Pet April 6 Ord May 8
NETTLETON, WILLIAM HENRY, Leeds, Woollen Merchant Leeds Pet May 7 Ord May 7
NIELD, THOMAS, Mossley, Lancs, Coach Proprietor Ashton under Lyne Pet May 8 Ord May 9
NOBLE, ROBERT, Crosby on Eden, Innkeeper Carlisle Pet May 9 Ord May 9
PASPATTI, PHILIP MICHAEL, Bishopsgate st, Merchant High Court Pet April 21 Ord May 8
PAYNE, DAVID, Leicester, Restaurant Keeper Leicester Pet April 27 Ord May 3
QUINION, FREDERICK, Southall, Builder Windsor Pet May 3 Ord May 8
RICHARDS, THOMAS STEWARD, Smethwick, Painter West Bromwich Pet May 7 Ord May 8
ROBBINS, WILLIAM, Chilthorne Domer, Innkeeper Yeovil Pet May 8 Ord May 8
SANDERS, ARTHUR, Beeston, Bookbinder Nottingham Pet May 9 Ord May 9
SANDERS, SAMUEL, Oldham, Watchmaker Oldham Pet May 8 Ord May 8
SCAMELL, WILLIAM HENRY TILBURY, Southampton, Farmer Salisbury Pet April 13 Ord May 7
SCOTT, EDMUND, Bristol, Japanner Bristol Pet May 7 Ord May 7
SMITH, THOMAS, Birmingham, Butcher Birmingham Pet April 5 Ord May 7
STROUD, CHARLES, Cheltenham, Pony Carriage Proprietor Cheltenham Pet May 5 Ord May 5
TAFFS, ALBERT BROOKS VOBE, RICHARD DOBSON DIXON, and JOHN DOWELL, Holborn, Druggists' Sundriesmen High Court Pet March 29 Ord May 8
THEOBALD, PERCY, Clapham Park Colchester Pet March 21 Ord May 8
THOMAS, DAVID, Swansea, Builder Swansea Pet May 9 Ord May 9
THOMAS, JOHN, Haverfordwest, Saddler Pembroke Dock Pet May 8 Ord May 8
WALMSLEY, CLEMENTINA, Derby, Greengrocer Derby Pet May 9 Ord May 9
WAY, CHARLES URIAH, Kinson, Dorset, Blacksmith Poole Pet May 4 Ord May 9
WHITELEY, BENJAMIN RICHARD, Oldham, Joiner Oldham Pet May 9 Ord May 9
WILSON, ROBINSON, Kingston upon Hull, Coal Merchant Kingston upon Hull Pet May 7 Ord May 7

The following amended notice is substituted for that published in the London Gazette of the 2nd Oct., 1888:—

VEVEY, VICTOR High Court Pet June 20, 1888 Ord Sept 28, 1888

London Gazette.—TUESDAY, May 15.

RECEIVING ORDERS.

ALGAR, HENRY CHARLES, Fressingfield, Miller Ipswich Pet April 18 Ord May 7
ALLATT, FRED, Huddersfield, Greengrocer Huddersfield Pet May 10 Ord May 10
ARMSTRONG, THOMAS, and JOSEPH LAYCOCK, Burnley, Smallware Dealers Burnley Pet April 24 Ord May 10
BEECHING, RICHARD KEMP, Hove, Saddler Brighton Pet May 1 Ord May 11
BEVAN, ALFRED, Birmingham, Public House Broker Birmingham Pet May 9 Ord May 10
BOFFEY, WILLIAM HENRY, and WILLIAM HENRY BOFFEY, jun, Wandsworth, Newspaper Proprietors Wandsworth Pet May 10 Ord May 10
BULLAS, JOSEPH, Tipton, Iron Worker Dudley Pet May 4 Ord May 4
BUTCHER, CHARLES, HENRY BUTCHER, and FRANK BUTCHER, Ecclesfield, Ironfounders Barnsley Pet May 10 Ord May 10
CHARLTON, EMMA, Kirkham, Licensed Victualler Preston Pet May 10 Ord May 10
COX, SARAH AGNES, Egremont, Sack Merchant Liverpool Pet May 11 Ord May 11
CRUICKSHANK, WILLIAM ANDREW, Canterbury, Clothes Dealer Canterbury Pet May 11 Ord May 11
DUXBURY, MARK, Gorton, Commission Agent Manchester Pet April 17 Ord May 10
FISHER, WILLIAM, Seaford, Grocer Lewes Pet May 11 Ord May 11
GOODE, GEORGE, Leominster, Ironmonger Leominster Pet May 10 Ord May 10
HOLFORD, MARY CATHERINE, and JOHN WATSON HOLFORD, Liverpool, Trunk Manufacturers Liverpool Pet May 10 Ord May 10
HOLLAND, NOAH, Wildboarclough, Innkeeper Macclesfield Pet May 1 Ord May 11
HOUSE, GEORGE HENRY, Sheffield, Fruit Merchant Sheffield Pet May 10 Ord May 10
HUTTON, ALFRED, Hereford, Farmer Hereford Pet May 10 Ord May 11
JONES, JOHN, Llanwonno, Innkeeper Pontypridd Pet May 10 Ord May 10
JONES, WILLIAM, Liverpool, Commission Agent Liverpool Pet May 11 Ord May 11
LOTT, CAROLINE, Finsbury Park rd, Spinster High Court Pet Mar 21 Ord May 9
MATHEW, JAMES, Herne Hill, Greengrocer High Court Pet May 11 Ord May 11
MITCHINSON, JOHN, Lamplugh, Cumb, Farmer Whitehaven Pet May 9 Ord May 9
NEWSON, WALTER ALEXANDER, Great Winchester st, Solicitor High Court Pet April 24 Ord May 9
PAGE, CHARLES WILLIAM, Brockley, Builder Greenwich Pet May 9 Ord May 9
PEARSON, HENRY, Blankney Fen, Farmer Boston Pet April 25 Ord May 9
PETCH, JOHN ROBERT, Kidderminster, Grocer's Assistant Kidderminster Pet May 7 Ord May 7
POTTS, HENRY, Southampton, Grocer Southampton Pet May 11 Ord May 11
ROBINSON, ALFRED, Burnley, Livery-stable Proprietor Burnley Pet May 11 Ord May 11
RUTHERFORD, JAMES, Fetter lane, Licensed Victualler High Court Pet April 13 Ord May 10
RUTTER, JOHN, Great Grimsby, Fisherman Great Grimsby Pet May 10 Ord May 10
SIMPSON, BARNET, Manchester, Tailor Manchester Pet April 26 Ord May 10
SLEE, THOMAS WILTSHIRE, St Swithin's lane, Traveller High Court Pet April 23 Ord May 10
TAYLOR, WILLIAM, Radcliffe, Druggist Bolton Pet May 10 Ord May 10
TWISS, THOMAS, Haydock, Builder Warrington Pet May 10 Ord May 10
WALTER, JOHN ALFRED, Woodhall, Farmer Lincoln Pet April 30 Ord May 10
WAKELAM, RALPH HECTOR, Birmingham, Tea Dealer Birmingham Pet April 3 Ord May 7
WATTS, WALTER EDWIN, Clapham High Court Pet May 11 Ord May 11
WELLS, GEORGE OSBORN, Portsmouth, Cook Portsmouth Pet May 9 Ord May 9

FIRST MEETINGS.

BAINBRIDGE, JOHN, Forebridge, Staffs, Blacksmith June 14 at 11.30 Wright & Westhead, St Martin's place, Stafford
BANTEN, CHARLES, Kinson, Dorset, Contractor May 24 at 12.30 Off Rec, Salisbury
BEALEY, JOHN CRABB, St Thomas the Apostle, Devon, Builder May 24 at 10.30 Off Rec, 13, Bedford circus, Exeter
BINNS, ABRAHAM, Clayton, Farmer May 24 at 11 Off Rec, 31, Manor row, Bradford
BIRCH, MARY, Liverpool, Timber Merchant May 23 at 2 Off Rec, 35, Victoria st, Liverpool
BLUNT, EDWARD JAMES, Torquay, Coal Dealer May 24 at 10.45 Off Rec, 13, Bedford circus, Exeter
BONHAM, JOSEPH, Coventry, Watch Manufacturer May 24 at 12 Off Rec, 17, Hertford st, Coventry
BRUNKER, GEORGE FREDERICK, Bradford, Wilts, Baker May 23 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
CARTER, FRANK HART, Leeds, Bricklayer May 23 at 11 Off Rec, 22, Park row, Leeds
CHAPPELL, SIDNEY, SMITH HUTCHINSON, and THOMAS HUTCHINSON, Ossett, Yorks, Dyers May 23 at 4 Off Rec, Bank chmbrs, Batley
COOK, JOHN WILLIAM CROSS, Middlesborough, Surgeon May 23 at 3 Off Rec, 8, Albert rd, Middlesborough
CRAIG, JOHN, and HILARY MARLBOROUGH PETERSON, Middlesborough, Ship Managers May 23 at 3 Off Rec, 8, Albert rd, Middlesborough
DENNIS, EDWIN ERNEST, Hopton, Suffolk, Estate Agent May 23 at 3 Off Rec, 8, King st, Norwich
DRIVER, THOMAS HENRY, Lynton, Devon, Schoolmaster May 22 at 12 King's Arms Hotel, Barnstaple
ELLABY, AGNES GRACE, Bath, Teacher of Music May 23 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
FOLEY, PATRICK JAMES, Middlesborough, Egg Merchant May 23 at 3 Off Rec, 8, Albert rd, Middlesborough
GARBERT, THOMAS, Tow Law, Durham, General Dealer May 23 at 4.30 Three Tuns Hotel, Durham
GARDINER, WILLIAM NORMAN, Norwich May 23 at 4.30 Off Rec, 8, King st, Norwich
HAWARD, FANNY HARRIETT, Cawston, Norfolk, Grocer May 23 at 3.30 Off Rec, 8, King st, Norwich
HEARSEY, JOHN HAMPTON, Newport, Mon, Land Agent May 24 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
LEWIN, DAVID, Coventry, Stationer May 24 at 11 Off Rec, 17, Hertford st, Coventry
LOGAN, JOHN ALEXANDER, Newlands, Glos, Colliery Proprietor May 24 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
MITCHINSON, JOHN, Lamplugh, Cumb, Farmer May 25 at 12.15 67, Duke st, Whitehaven
NIELD, THOMAS, Mossley, Coach Proprietor May 31 at 12.45 Townhall, Ashton under Lyne
NOBLE, ROBERT, Crosby on Eden, Innkeeper May 23 at 12 12, Lonsdale st, Carlisle
OSMOND, WALTER JAMES, Chew Magna, Baker May 25 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
QUINION, FREDERICK, Southall, Builder May 23 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
ROBBINS, WILLIAM, Chilthorne Domer, Innkeeper May 24 at 1 Off Rec, Salisbury
SCOTT, EDMUND, Bristol, Japanner May 23 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
SIMPSON, BARNET, Manchester, Tailor May 25 at 3 Ogden's chmbrs, Bridge st, Manchester
SMITH, HENRY GEORGE, Padbury, Builder May 22 at 12 Off Rec, 1, St Aldate's, Oxford
SMITH, HUGH THOMAS, WILLIAM HENRY SMITH, and JOHN HENRY KELLETT, Keighley, Engineers May 28 at 11 Off Rec, 31, Manor row, Bradford
SOLLOWAY, CHARLES FOX, Blockley, Farmer May 23 at 12 Off Rec, 1, St Aldate's, Oxford
STEMBRIDGE, GEORGE, Bournemouth, Painter May 22 at 12.30 Off Rec, Salisbury
STROUD, CHARLES, Cheltenham, Pony Carriage Proprietor May 22 at 4 County Court bldgs, Cheltenham
TAYLOR, WILLIAM, Radcliffe, Druggist May 23 at 11 16, Wood st, Bolton
THOMAS, JOHN, Haverfordwest, Saddler May 23 at 12.30 Temperance Hall, Pembroke Dock

WAITES, THOMAS, Easington Lane, Durham, Medical Botanist May 23 at 2.30 Off Rec, 25, John st, Sunderland

WALMSLEY, CLEMENTINA, Derby, Greengrocer May 24 at 12 Off Rec, St James's chmbrs, Derby

WAY, CHARLES URIAH, Kinson, Blacksmith May 22 at 1 Off Rec, Salisbury

WOOD, ISRAEL, Gt Grimsby, Clothier May 23 at 12 Off Rec, 15, Osborne st, Gt Grimsby

The following amended notice is substituted for that published in the London Gazette of the 11th May :—

MOGFORD, EDWARD, Charlton, Kent, Tailor May 24 at 11.30 24, Railway app, London Bridge

ADJUDICATIONS.

ALLATT, FRED, Huddersfield, Greengrocer Huddersfield Pet May 10 Ord May 10

BARNSLEY, ARTHUR, Foleshill, nr Coventry, Engineer Coventry Pet April 11 Ord May 11

BUSH, WILLIAM, Cheltenham, Builder Cheltenham Pet April 30 Ord May 11

BUTCHER, CHARLES, HENRY BUTCHER, and FRANK BUTCHER, Ecclesfield, Ironfounders Barnsley Pet May 9 Ord May 10

CARTER, JOSEPH, Plymouth, Accountant Plymouth Pet Mar 21 Ord May 11

CHARLTON, EMMA, Kirkham, Licensed Victualler Preston Pet May 10 Ord May 10

CRAWFORD, EDWARD, Kidlington, General Dealer Oxford Pet May 3 Ord May 10

CROSS, FREDERIC, Poole, Accountant Poole Pet April 23 Ord May 10

CRUICKSHANK, WILLIAM ANDREW, Canterbury, Clothes Dealer Canterbury Pet May 10 Ord May 11

FANCETT, GEORGE, St Leonards on Sea, Milliner Hastings Pet May 5 Ord May 10

GLEDHILL, BENJAMIN, Morley, Yorks, Confectioner Dewsbury Pet May 2 Ord May 8

GRAY, SARAH, Grantham, Widow Nottingham Pet April 14 Ord May 11

HOLFORD, MARY CATHERINE, and JOHN WATSON HOLFORD, Liverpool, Trunk Manufacturers Liverpool Pet May 10 Ord May 10

JINKS, GABRIELLE MARY, Marylebone, Mantle Manufacturer High Court Pet April 19 Ord May 10

JONES, JOHN, Llanwonno, Glam, Innkeeper Pontypridd Pet May 10 Ord May 10

KEATING, WILLIAM, Finsbury Park, Meat Salesman High Court Pet May 9 Ord May 9

LAKE, WALTER, Thatcham, Draper Newbury Pet April 27 Ord May 8

MARTIN, WILLIAM, Shrewsbury, Butcher Shrewsbury Pet April 24 Ord May 7

MITCHINSON, JOHN, Lamplugh, Cumb, Farmer Whitehaven Pet May 8 Ord May 10

NEWMAN, RICHARD, Wordsley, Staffs, Licensed Victualler Stourbridge Pet May 4 Ord May 8

PEMBERTON, WARWICK, Warwick Warwick Pet April 18 Ord May 9

PETCH, JOHN ROBERT, Kidderminster, Grocer's Assistant Kidderminster Pet May 7 Ord May 7

ROBERTS, DAVID GRIFFITH, Dolgelly, Tailor Aberystwith Pet Mar 21 Ord May 11

SIMPSON, BARNET, Manchester, Tailor Manchester Pet April 26 Ord May 11

SOLLOWAY, CHARLES FOX, Blockley, Farmer Banbury Pet May 1 Ord May 11

SMITH, HENRY GEORGE, Padbury, Builder Banbury Pet May 4 Ord May 11

SMITH, JAMES, Old Kent rd, Potter High Court Pet April 6 Ord May 10

TWISS, THOMAS, Haydock, Builder Warrington Pet May 10 Ord May 10

VREDENBURG, EDRIC WALCOTT, Hyde Park, Author High Court Pet April 6 Ord May 9

SALES OF ENSUING WEEK.

May 23.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, a Freehold Estate and Long Leasehold Shop Property (see advertisement, May 5, p. 448).

May 23.—Messrs. W. W. READ & Co., at the Ravensbourne Inn, Catford Hill, S.E., at 6 o'clock, Freehold and Leasehold Villas, Shops, and Dwelling-houses, Freehold Ground-rents, and a Freehold Building Estate (see advertisement, April 28, p. 428).

May 23.—Messrs. RUSHWORTH & STEVENS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and an improved Ground-rent (see advertisements, May 5, p. 448; May 12, p. 4).

May 24.—Messrs. BEADEL, WOOD, & Co., at the Mart, E.C., at 2 o'clock, a Freehold Residential Property (see advertisements, May 5, p. 448; May 12, p. 4).

May 25.—Mr. H. J. BROMLEY (in conjunction with Mr. J. E. SMITH), at the Mart, E.C., at 2 o'clock, Freehold Ground-rents and Properties (see advertisement, this week, p. 484).

May 25.—Messrs. ELLIS & SON, at the Mart, E.C., a Freehold Residential Property and a Leasehold Residence (see advertisements, May 5, p. 447; May 12, p. 4).

May 25.—Mr. ROBERT REID, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisements, May 12, p. 4; this week, p. 484).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52*s*. WEEKLY REPORTER, *in wrapper*, 26*s*.; *by Post*, 28*s*. SOLICITORS' JOURNAL, 26*s*. 0*d*.; *by Post*, 28*s*. 0*d*. *Volumes bound at the office—cloth*, 2*s*. 9*d*., *half law calf*, 5*s*. 6*d*.

LANCASTER PLACE, STRAND, GRAY'S INN ROAD, CLAPHAM COMMON, and GIPSY HILL.

In the High Court of Justice, Chancery Division.—Mr. Justice Stirling, 1894, C. No. 178.—To be SOLD by AUCTION, pursuant to an order in an action re Beaumont's Settlements and Will—Beaumand and another v. Sutton and others, with the approbation of Mr. Justice Stirling, by

MR. ALFRED RICHARDS, at the MART, E.C., on WEDNESDAY, MAY 30, at TWO precisely, in Lots, the following valuable PROPERTIES:

FREEHOLDS.

44, 48, and 50, GRAY'S INN ROAD, W.C., all let on leases and producing £600 per annum.

7, THE PAVEMENT, Clapham-common, let on lease at £120 per annum.

LEASEHOLDS.

5, LANCASTER PLACE, Strand, let on lease expiring in 3¾ years at £200 per annum, but worth considerably more, and held for 27 years at £26 per annum.

GIPSY HILL.—GROUND RENTS of £183 10*s*. per annum, arising out of 28 private residences, Nos. 71, 73, and 75, and 77, Gipsy-hill, and 1 to 23, Becondale-road (and land adjacent), Gipsy-hill, of the estimated rack rental value of £350 per annum, held for a term of 62 years.

Particulars and conditions of sale may be had of Messrs. Stoneham & Son, Solicitors, 150 and 151, Fenchurch-street, E.C.; Mr. Jas. Robinson, Solicitor, 23, Philpot-lane, E.C.; Messrs. Sismey & Sismey, Solicitors, 11, Serjeants'-inn, Fleet-street, E.C.; and of the Auctioneer, No. 18, Finsbury-circus, E.C., and 816, High-road, Tottenham.

SUSSEX.

In the High Court of Justice, Chancery Division, Mr. Justice Stirling, 1894, C No. 178.—A very attractive Freehold Residential Property, known as Beaumonts, Fay Gate, situate ten minutes' walk from the Fay Gate Station, on the L.B. and S.C. Railway, 3¼ miles from Horsham, seventy minutes from London, and in one of the loveliest spots in the country, commanding grand views over an extensive tract of country, including the Surrey hills and St. Leonard's Forest. It comprises a gentleman's residence, containing three reception and nine bed rooms, and offices, stabling for three horses, coach-house and coachman's-house, cowhouse, beautiful pleasure grounds, tennis lawn, shrubberies, kitchen garden, ornamental lake, and well-timbered park-like meadows, the whole extending to 54a. 2r. 28p., and embracing several very valuable building sites. To be SOLD by AUCTION by

MR. ALFRED RICHARDS, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, MAY 30, at TWO precisely, in One or Three Lots, pursuant to an order in an action Re Beaumont's Settlements and Will, Beamand and another v. Sutton and others, with the approbation of Mr. Justice Stirling.

Particulars, plans, and conditions of sale may be had of Messrs. Stoneham & Sons, 150 and 151, Fenchurch-street, E.C.; Mr. James Robinson, 23, Philpot-lane, E.C.; Messrs. Sismey & Sismey, 11, Serjeants'-inn, Fleet-street, E.C.; and of the Auctioneer, 18, Finsbury-circus, E.C.

DULWICH.

By Order of Trustees.—Valuable Freehold Ground-rents, Hotel, Business, and House Property.

MR. H. J. BROMLEY (in conjunction with Mr. J. E. SMITH) is instructed to SELL by AUCTION, at the MART, E.C., on FRIDAY, MAY 25, at TWO,

FREEHOLD GROUND RENTS.

Description.	Reversion in Years.	Estimated Rack-rental.	Ground-rents.
Nos. 13, 15, 16, 17, 18, 19, 21, 23, 25, 27, 28, 29, 30, 31, 32, and 34, Park-road	65 to 70	£700	£119 5 6
Nos. 27, 29, 31, 33, 50, 52, 61, 63, 71, 77, 79, 81, and 83, Rosendale-road	47 to 69	580	103 4 0

FREEHOLD PROPERTIES.

The Rosendale Hotel; let on lease at	130	0	0
The Rosendale Dairy; let at...	80	0	0
Nos. 85 and 87, Rosendale-road; let at	80	0	0
No. 36, Martell-road; let at...	75	0	0
No. 10, Park-road; let at	55	0	0
Total annual income £651	9	6	

Particulars and conditions of sale may be had of Messrs. F. R. Smith & Sons, Solicitors, 133, Aldersgate-street; Mr. J. E. Smith Estate Agent, Dulwich; or of the Auctioneer, 1A, Wood-street, E.C., and at West Norwood and Forest-hill.

AUCTION SALES.

MESSRS. FIELD & SONS' AUCTIONS take place MONTHLY, at the MART, and include every description of House Property. Printed terms can be had on application at their Offices. Messrs. Field & Sons undertake surveys of all kinds, and give special attention to Rating and Compensation Claims. Offices: 54, Borough High-street, and 52, Chancery-lane, W.C.

INVESTMENT.—Exceptional opportunity.—Shares in an Established Hotel, doing a profitable business, in most select health resort on the Continent; property freehold, and present proprietor leaves greater portion of price on fixed interest, together with the present management; aristocratic clientèle.—Apply, by letter, HOTEL, care of Street & Co., 30, Cornhill, London, E.C.

SALE DAYS FOR THE YEAR 1894.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1894, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:—

Wed., May 30	Thurs., July 26	Thurs., Oct. 25
Thurs., June 7	Thurs., Aug. 9	Thurs., Nov. 1
Thurs., June 14	Wed., Aug. 15	Thurs., Nov. 15
Wed., June 20	Thurs., Aug. 30	Thurs., Nov. 29
Thurs., June 28	Thurs., Sept. 13	Tues., Dec. 4
Thurs., July 12	Thurs., Sept. 27	Thurs., Dec. 13
Thurs., July 19	Thurs., Oct. 11	

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a list of their forthcoming Sales by Auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

SUMMARY OF AUCTIONS
to be held by MESSRS.
FAREBROTHER, ELLIS, CLARK, & CO.,
At the AUCTION MART, E.C.,
On WEDNESDAY, 30th MAY, 1894.

Very attractive FREEHOLD RESIDENTIAL ESTATE of about 140 acres, about two miles from Potter's Bar Station on the Great Northern line.

Comfortable COUNTRY RESIDENCE, in the pleasant village of Northaw.

Delightful FREEHOLD RESIDENTIAL PROPERTY of about 22½ acres, in a lovely position, close to Burnham Beeches.

A valuable FREEHOLD RESIDENTIAL PROPERTY of about seven acres, close to St. Leonards and Hastings.

Superior FAMILY RESIDENCE on the top of the hill at Beckenham, with stabling and gardens, and grounds of about two acres.

Valuable LEASEHOLD INVESTMENTS, producing £1,060 per annum, secured upon premises within a few doors of the Strand, including a valuable well-known fully-licensed public-house.

29, FLEET STREET, TEMPLE BAR,
18, OLD BROAD STREET, E.C.,
and
191, FINCHLEY ROAD, HAMPSTEAD.

FREEHOLD.—NEW BOND STREET.

ON FRIDAY NEXT.—Important Business Premises, on the west side, between Grafton-street and Old Bond-street, and nearly opposite to Burlington-gardens. Let on lease, at the low rent of £1,250 per annum until 1904, when it is estimated a rental exceeding £2,000 per annum may be obtained. By order of Trustees.

MR. ROBERT REID will SELL, at the MART, on FRIDAY NEXT, MAY 25, at TWO o'clock precisely, in One Lot, very important and highly Valuable FREEHOLD PROPERTY, comprising extensive business premises, Nos. 175 and 176, New Bond-street, most desirably situated, being on the west side, between Grafton-street and Old Bond-street, and nearly opposite to Burlington-gardens, decidedly one of the finest trading positions in the West End of London. The premises are of handsome elevation, and for the greater part of modern construction, and have a frontage of 33 ft. 6 in., a depth of 66 ft. 10 in., and a superficial area of 2,000 square feet, and contain spacious showrooms on the ground and first floors and basement, in the occupation of Messrs. Windover & Co. (Limited), coachbuilders; three suites of four lofty and well-proportioned rooms on the second, third, and fourth floors, approached from New Bond-street by a spacious entrance hall and handsome staircase; and six rooms, including accommodation for a housekeeper, on the fifth floor. The whole let on lease to Mr. M'Dowell, for a term of 21 years from June 24, 1893, determinable by lessee at the expiration of three, seven, or fourteen years, at the low rent of £1,250 per annum. The premises may be viewed by permission of the tenants.

Particulars, with plan, may be obtained of Messrs. Caprons, Dalton, Hitchins, & Bubant, Solicitors, Savile-place, Conduit-street, W.; at the Mart, E.C.; and of Mr. Robert Reid, No. 51, Great Marlborough-street, W.